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DECLARATION OF CONDOMINIUM FOR WESTON PLACE CONDOMINIUM

Return to:
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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 14th day of June, 2005, by Madtown Properties, LLC ("Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that 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 (the "Property"), is subjected to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

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ARTICLE II

NAME; DESCRIPTION OF PROPERTY

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

2.02 Legal Description. The real estate comprising the Property (the "Real Property") is described on Exhibit A attached hereto and made a part hereof. The Real Property is shown on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat").

2.03 Address. The address of the Condominium is 625 North Segoe Road, City of Madison, Wisconsin 53705.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall consist of one (1) building (the "Building") that includes an underground parking garage (the "Parking Garage"). The Condominium shall contain a total of five hundred three (503) condominium units (individually a "Unit" and collectively the "Units"). The Units are shown and identified by number on the attached Condominium Plat. The Condominium Plat also shows the floor plans for the Building and the layout, boundaries and dimensions of each Unit.

3.02 Types of Units. The Building contains six (6) types of Units:

(a) One Hundred Twenty-One (121) of the Units, Units 200-212, inclusive, 300-312, inclusive, 400-412, inclusive, 500-512 inclusive, 600-612, inclusive, 700-712, inclusive, 800-812, inclusive, 900-909, inclusive, 1000-1009, inclusive, 1100-1108 inclusive, and 1200, are residential units (the "Residential Units");

(b) One (1) of the Units, Unit 100 is a commercial unit (the "Commercial Unit");

(c) Two Hundred Sixty-Seven (267) of the Units, Units 1300 through 1566, inclusive, are interior parking stalls within the Parking Garage (the "Parking Units");

(d) One Hundred Twelve (112) of the Units, Units 1601 through 1712, inclusive, are interior storage units located within the Parking Garage and within the above-ground portions of the Building (the "Storage Units");

(e) One (1) of the Units, Unit 1800, is an exterior unit located on the roof of the Building (the "Antenna Unit").

(f) One (1) of the Units, Unit 1201, is an interior unit to be used for storage of cable television and electronic apparatus (the "Cable Utility Unit").

The term "Units," as used herein, shall refer collectively to the Residential Units, the Commercial Unit, the Parking Units, the Storage Units, the Antenna Unit and the Cable Utility Unit, and the term "Unit" shall refer to any one of the Units.

3.03 Boundaries of Units. The boundaries of each Unit shall consist of that cubicle of air within the Building (or outside the Building, in the case of the Antenna Unit) as shown on the Condominium Plat and as determined as follows:

(a) Residential Units

(i) Upper Boundary. The upper boundary of each Residential Unit shall be the horizontal plane of the lower face of the concrete structure supporting the ceiling, 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 uncovered or unfinished upper surface of the concrete floor extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries. The perimetrical boundaries of each Residential Unit shall be, in the case of walls separating the Unit from Common Element corridors and lobbies, the vertical planes having elevations that coincide with the inside surface (i.e., facing into the Unit) of that layer of the unfinished drywall that is closest to the Common Element corridors and lobbies, , or in the case of exterior walls, the vertical planes having elevations that coincide with the inside surface of the precast panels that form the Building's exterior (or, in the case of exterior windows, the vertical planes having elevations that coincide with the interior surface of such windows), or, in the case of demising walls, the midpoint of such walls.

(b) Commercial Unit.

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

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

(iii) Perimetrical Boundaries. The perimetrical boundaries of each Commercial Unit shall be the vertical planes having elevations that coincide with the unfinished inside surface of the studs supporting the drywall, or, in the case of exterior windows, the vertical planes having elevations that coincide with the interior surface of such windows.

(c) Parking Units.

(i) Upper Boundary. The upper boundary of each Parking Unit shall be the plane formed by the lower face of the concrete ceiling of the Parking Garage, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of each Parking Unit shall be the plane formed by the upper surface of the finished paved surface of the Parking Garage floor, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries.

[a] For any sides of the Parking Unit as shown on the Condominium Plat that abut walls of the Parking Garage or support pillars or beams located in the 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.

[b] For all other sides of any Parking Unit, the perimetrical boundaries shall be the vertical planes extending from the outline of such Parking Unit as shown on the Condominium

Plat upward from the lower boundary to the upper boundary of the Parking Unit.

(d) Storage Units.

(i) Upper Boundary. The upper boundary of each Storage Unit shall be the horizontal plane of the lower face of the concrete structure supporting the ceiling or shall be a horizontal plane located 10 feet above, and parallel to, the lower boundary of such portion of the Storage Unit, extended to an intersection with the perimetrical boundaries.

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

(iii) Perimetrical Boundaries. The perimetrical boundaries of each Storage Unit shall be the imaginary vertical planes extending from the outline of such Storage Unit as shown on the Condominium Plat upward from the lower boundary to the upper boundary of the Storage Unit.

(e) Antenna Unit.

(i) Upper Boundary. Each Antenna 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 each Antenna Unit shall be the horizontal plane of the uppermost finished surface of the roof that forms the lower level of the twelfth floor of the Building, extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries.

[a] For any sides of each Antenna Unit as shown on the Condominium Plat that abut exterior walls of the rooftop penthouse of the Building, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the finished exterior surfaces of such walls.

[b] For all other sides of each Antenna Unit, the perimetrical boundaries shall be the vertical planes extending from

the outline of the Antenna Unit as shown on the Condominium Plat upward from the lower boundary of the Antenna Unit to the upper boundary of the Antenna Unit.

(f) Cable Utility Unit.

(i) Upper Boundary. The upper boundary of the Cable Utility Unit shall be the horizontal plane of the lower face of the concrete structure supporting the ceiling, extended to an intersection with the perimetrical boundaries.

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

(iii) Perimetrical Boundaries. The perimetrical boundaries of the Cable Utility Unit shall be the vertical planes having elevations that coincide with the surface of the unfinished drywall on the Unit side of such walls.

3.04 Additional Items Included as Parts of Units. In addition, the following items serving the particular Unit, although they may be outside the defined cubicle of air, shall be considered as part of the Unit:

(a) Residential Units.

(i) All interior floor-, wall- and ceiling-mounted electrical fixtures and recessed junction boxes serving them;

(ii) the electrical service for each Unit (which shall be 200 amperes for each corner Residential Unit and all Units located on floors nine through twelve and 100 amperes for all other Residential Units) and all wiring and conduit running from that electrical panel that services the Unit exclusively;

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

(iv) all plumbing, natural gas and electrical fixtures and the piping, valves and other connecting and controlling materials and devices that serve the Unit exclusively;

(v) the cable television, telephone and computer outlets, if any, to the Unit and the junction boxes serving them; and

(vi) the controls for the heating, ventilation and air conditioning system of the Unit, all heat pumps serving the Unit exclusively, and all ducts, vents, wires, cables or conduits designed or used in connection with such system that serve the Unit exclusively.

(b) Commercial Unit.

(i) All interior wall- and ceiling-mounted electrical fixtures and recessed junction boxes serving them;

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

(iii) all plumbing, natural gas and electrical fixtures and the piping, valves and other connecting and controlling materials and devices that serve the Unit exclusively;

(iv) the cable television, telephone and computer outlets, if any, to the Unit and the junction boxes serving them; and

(v) the controls for the heating, ventilation and air conditioning system of the Unit, all heat pumps serving the Unit exclusively, and all ducts, vents, wires, cables or conduits designed or used in connection with such system that serve the Unit exclusively.

(c) Parking Units. (None.)

(d) Storage Units. (None.)

(e) Antenna Unit.

(i) If any, all electrical fixtures, outlets and switches designed to serve the Unit exclusively and the junction boxes serving them; and

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

(g) Cable Utility Unit. All internet switching devices, cable equipment and wiring and cabling leaving the Cable Utility Unit for the propose of providing cable TV and internet service throughout the Building.

3.05 Items Not Included as Parts 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 Section 3.04, regardless of whether such items lie within the cubicle or cubicles of air comprising the Unit as defined in Section 3.03: structural components of the Building; all studs supporting the walls separating a Unit from the Common Element corridors and lobbies, demising walls and exterior walls; and all polisocyanurate insulation; the windows and window system on the exterior of the Building; all portions of any systems in the Building that serve more than one Unit, a different Unit or the Building as a whole (including, without limitation, the Building security systems, security lighting, plumbing, electrical, fire protection, 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. For purposes of this Section, partition walls shall not be considered structural components.

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 Residential Unit, the term "Commercial Unit Owner" shall mean any owner of a Commercial Unit, the term "Parking Unit Owner" shall mean any owner of a Parking Unit, the term "Storage Unit Owner" shall mean any owner of a Storage Unit, the term "Antenna Unit Owner" shall mean any owner of an Antenna Unit, and the term "Cable Utility Unit Owner" shall mean any owner of a Cable Utility Unit. A Unit may be owned by more than one Unit Owner. More than one Unit Owner (whether or not they own the same Unit) shall be referred to collectively as the "Unit Owners," the "Residential Unit Owners," the "Commercial Unit Owners," the "Parking Unit Owners," the "Storage Unit Owners" the "Antenna Unit Owners" and the "Utility Unit Owners" as the case may be.

ARTICLE IV

COMMON ELEMENTS

4.01 Common Elements. The common elements of the Condominium (the "Common Elements") include the Real Property, all easements, rights and appurtenances pertaining thereto and all other parts of the Condominium not part of the Units, including, without limitation the following, whether now or in the future located in the Condominium: elevators, common lobbies, common restrooms, common stairways,

landings, driveways, sidewalks, access ways, common hallways and common entrances and exits; common signs and directories; landscaping; catch basins and mains; gas and water mains; laterals, pipes, and conduits designed and intended for use in connection with the Condominium and not included as part of any Unit; Building-wide systems (including without limitation, security systems, security lighting, plumbing, electrical, fire protection, life safety, exhaust and fireplace venting, mechanical, telecommunications, telephone and cable television) and all conduits, soffits, plenums, chases and chimneys containing or designed to contain all or any part of such systems, to the extent such systems and containers are not included as part of any Unit; waste and recycling rooms, closets and chutes; storage, electrical, mechanical, generator, equipment, utility and janitor closets, telecommunication/electrical closets, rooms and vaults; the foundations, columns, girders, beams, posts, pilasters, pillars, supports, exterior walls and surfaces, structural walls, walls common to two (2) or more Units, common doors, entrance and exit doors to Units, windows, concrete slabs between floors of the Building, roof trusses and the roof (except to the extent any of the foregoing are defined by this Declaration or the Condominium Plat to be a part of any Unit); all garage doors, garage door operating mechanisms and all other parts of the Parking Garage which are not included as part of any Parking Unit; and all office spaces not contained within the Units which are intended for the use of Condominium managerial or security personnel.

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

(a) Residential Unit Limited Common Elements. The following Common Elements shall be reserved for the exclusive use of one or more Residential Unit Owners as described herein:

(i) All entrance and exit doors and windows and all balconies (as labeled on the Condominium Plat) which serve exclusively any Residential Unit shall be reserved for the exclusive use of the Residential Unit Owners of such Residential Unit.

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

(iii) All hallways and lobbies which serve the Residential Units exclusively shall be reserved for the exclusive use of the Residential Unit Owners.

(b) Commercial Unit Limited Common Elements. The following Common Elements shall be reserved for the exclusive use of one or more Commercial Unit Owners as described herein:

(i) All entrance and exit doors and windows and all balconies which serve exclusively the Commercial Unit shall be reserved for the exclusive use of the Commercial Unit Owners of the Commercial Unit.

(ii) The mailbox appurtenant to the Commercial Unit shall be reserved for the exclusive use of the Commercial Unit Owners of the Commercial Unit.

(iii) All hallways and lobbies which serve the Commercial Unit exclusively shall be reserved for the exclusive use of the Commercial Unit Owners.

(c) Parking Unit Common Elements. The following Common Elements shall be reserved for the exclusive use of one or more Parking Unit Owners as described herein:

(i) All motorized garage entrance and exit doors, garage door operating mechanisms, gates, louvers, machines and booths which serve exclusively any or all Parking Units shall be reserved for the exclusive use of the Parking Unit Owners.

(ii) All entrances and exits, doors, windows, sidewalks, access ways, stairways, landings, hallways, lobbies, and elevators which serve exclusively the Parking Units shall be reserved for the exclusive use of all Parking Unit Owners.

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

(e) Antenna Unit Limited Common Elements. (None.)

(f) Cable Utility Unit. All entrance and exit doors and windows and all appurtenant locking mechanisms which serve exclusively the Cable Utility Unit shall be reserved for the exclusive use of the Cable Utility Unit Owners.

4.03 Conflict Between Unit Boundaries, Common Element Boundaries.

(a) If any portion of the Common Elements or Limited 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 or Limited Common Elements as a result of the duly-authorized construction, reconstruction or repair of the Building, or as a result of settling or shifting of the Building, such that all of the actual as-built boundaries of any such Units, Common Elements and Limited Common Elements are located within six (6) inches of the locations of the corresponding boundaries of such Units, Common Elements and Limited 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, Common Elements and Limited Common Elements shall be conclusively presumed to be the boundaries of such Units, Common Elements and Limited 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, Common Elements and Limited Common Elements.

(b) If, following any painting or repainting of the lines designating any parking space located within the Building 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) If any portion of the Common Elements or Limited 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 or Limited Common Elements as a result of the duly-authorized construction, reconstruction or repair of the Building, or as a result of settling or shifting of the Building, or, in the case of the Parking Units, as a result of the duly-authorized painting or repainting of the lines designating the parking spaces, such that one or more of the actual as-built boundaries of any such Units, Common Elements or Limited Common Elements, or one or more of the painted lines designating any parking space corresponding to a Parking Unit, are located more than six (6) inches from the

locations of the corresponding boundaries of such Units, Common Elements and Limited Common Elements as described in Section 3.03 or elsewhere in this Declaration and as shown on the Condominium Plat, then a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements or Limited Common Elements in the judgment of the board of directors of the Association, such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(d) Following any change in, adjustment of or presumption regarding the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units, Common Elements and Limited 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 Additional Parking. The Association shall have the right, for the benefit of the Unit Owners and their guests and invitees, to purchase or lease additional parking spaces located outside of the Condominium. Such leased parking spaces may, at the Association's discretion, (a) be used on an unreserved basis by the Residential Unit Owners, or Commercial Unit Owners and their respective guests and invitees, or (b) be reserved for one or more particular Residential Unit Owners or Commercial Unit Owners. If any leased parking space is reserved by the Association for the Unit Owner of a particular Unit, such Unit Owner shall pay to the Association, as rent, the greater of: (i) the fair rental value of such parking space, or (ii) the cost to the Association of leasing such parking space. If any Unit Owner fails to pay when due any rent due to the Association for such a parking space, the Association shall have the right, in addition to any and all other remedies, to specially assess all amounts due against the Unit owned by such Unit Owner under Section 9.03.

ARTICLE V

EASEMENTS AND RIGHTS

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

5.02 Access to Units by the Association. The Association, and any committee of the Association, 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, Limited Common Elements or other Units) for the purpose of curing a dangerous condition, abating a nuisance or gaining access to any Common Element, Limited Common Element or Association Repair Item (as defined in Section 8.01(b)) 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, Limited Common Element or Association Repair Item 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, Limited Common Element or Association Repair Item 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.

5.03 Access to Units by Neighboring Unit Owners.

(a) Each Unit Owner (the "Entering Unit Owner") shall have an easement to enter any neighboring Unit upon reasonable notice to the Unit Owners of the neighboring Unit and the Association for the purpose of gaining access to any junction boxes, ducts, vents, wires, cables or conduits, mechanical and plumbing equipment, and other equipment for which the Entering Unit Owner is responsible under Section 8.01, in order to maintain, repair or replace the same.

(b) 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 under Section 9.03.

5.04 Access to Condominium by the Declarant. During any period of construction of the Building and other improvements on the Real Property by the Declarant, and during any period of replacement or repair of any Common Elements, Limited Common Elements or Association Repair Items, the Declarant and its owners and affiliates, and their respective contractors, subcontractors, agents and employees, shall have access to all Common Elements, Limited Common Elements and Association Repair Items as may be required in connection with said construction, replacement or

repair, and shall have easements for the installation, construction, replacement and repair of the Building, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium.

5.05 Granting of Utility Easements. Declarant hereby reserves for the Association, acting by and in the discretion of its board of directors, the right to grant to the City of Madison, County of Dane, any governmental authority having jurisdiction, any public or semi-public utility companies and any private party, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes, antennas, equipment, cables 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 utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, to areas included within the Common Elements, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

5.06 Granting of Other Easements. The Declarant hereby reserves, for itself in its own name or in the name of or on behalf of the Association as its authorized agent, and for the Association, the right to grant easements and rights-of-way for the benefit of any owner of lands adjacent to or nearby the Condominium, for ingress and egress, drainage and such other purposes as the Declarant or the Association may deem consistent with the intended use of the Common Elements by the Condominium and the Unit Owners.

5.07 Attachments by Parking Unit Owners. No Parking Unit Owner shall attach bolts, screws, hooks, brackets, nails or other fasteners to the ceiling, floor, or to the walls, pillars or beams forming the perimetrical boundaries of the Parking Unit without the prior written consent of the Association. The Association shall have the right to require, as a condition to granting its consent, that any such attachment be performed by the Association's contractor at the Parking Unit Owner's expense.

5.08 Attachments by Unit Owners. No Unit Owner shall attach bolts, screws, hooks, brackets, nails or other fasteners to any Common Element (including without limitation, any ceiling, wall or floor that is a Common Element or any window mulleins), without the prior written consent of the Association. The Association shall have the right to require, as a condition to granting its consent, that any such attachment be performed by the Association's contractor or an approved contractor at the Unit Owner's expense notwithstanding the foregoing, small religious objects not more than six inches in length (such as mezzuzot) may be fastened to the exterior frame of the doorway into the Unit, provided they do not violate any applicable building codes.

5.09 Attachments by Storage Unit Owners. No Storage Unit Owner shall attach bolts, screws, hooks, brackets, nails or other fasteners to the ceiling, floor, or to the walls, pillars or beams forming the perimetrical boundaries of the Storage Unit without the prior written consent of the Association. The Association shall have the right to require, as a condition to granting its consent, that any such attachment be performed by the Association's contractor at the Storage Unit Owner's expense.

5.10 Easements and Rights of Antenna Unit Owners.

(a) Attachments to Exterior Walls of Rooftop Penthouse. The Antenna Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to the exterior walls of the rooftop penthouse forming the perimetrical boundaries of the Antenna Unit, provided that: (i) the Antenna Unit Owner complies with this Declaration, all rules and regulations of the Association (as such rules and regulations may be adopted by the board of directors of the Association from time to time, the "Rules and Regulations") and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Antenna Unit or the items installed in the Antenna Unit, and obtains all approvals and permits required thereby; (ii) the Antenna Unit Owner does nothing that will materially and adversely affect the physical condition of the Building or the value of any Unit (other than the Antenna Unit); and (iii) the Antenna 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 Antenna Unit Owner shall have a perpetual, non-exclusive easement to use the interior of the rooftop elevator penthouse and the interior of the mechanical room in the uppermost floor of the Building, and all shelves, spaces, ducts, conduits, boxes and cabinets located within the rooftop elevator penthouse and such mechanical room or elsewhere within the Common Elements to the extent the same are not occupied by equipment, components or wiring necessary for the operation of any systems in the Building that serve any Unit or the Building (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 Antenna Unit in accordance with the provisions of this Declaration. The Antenna Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to interior walls of the 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) the Antenna Unit Owner complies with this Declaration, the Rules and Regulations and all applicable laws, codes, statutes, rules, regulations,

ordinances and orders with regard to the alteration or improvement of the Antenna Unit or the equipment or other items located or to be located in the Antenna Unit or the Rooftop Equipment Easement Areas, and obtains all approvals and permits required thereby; (ii) the Antenna Unit Owner does nothing that will materially and adversely affect the physical condition of the Building or the value of any Unit (other than the Antenna Unit); and (iii) the Antenna 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 Antenna Unit Owner shall have the right to install ducts, wiring, cables and conduits and to open holes in and through the roof of the Building, the walls and floor of the rooftop penthouse of the 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 Antenna Unit to the Rooftop Equipment Easement Areas and equipment located therein. The Association shall have the right to levy Special Assessments on the Antenna Unit to which any such installations or openings are appurtenant for (i) the cost of any repairs, maintenance or restoration to the Common Elements, Limited Common Elements and Association Repair Items 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, or any Limited Common Elements or Association Repair Items, made necessary because of the installation or opening. The Antenna Unit Owner of any Antenna 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 or Limited Common Element in which it is located at the Antenna Unit Owner's 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, Limited Common Elements or Association Repair Items, the Association shall have all rights with respect to the opening or seal that it has under Section 8.01(c) 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 Antenna Unit Owners of the Antenna Unit to which the installation or opening is appurtenant, at such Antenna Unit Owners' cost and using the method and materials prescribed by the Association.

(d) General. The easements and rights granted in this Section 5.10 may be used by the Antenna Unit Owners and their respective tenants, employees,

agents and invitees, and appurtenant to, and shall pass with title to, the Antenna Unit.

5.11 Easements and Rights of Cable Utility Unit Owners.

(a) Attachments to Exterior Walls of Rooftop Penthouse. The Cable Utility Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to the exterior walls of the rooftop penthouse forming the perimetrical boundaries of the Cable Utility Unit, provided that: (i) the Cable Utility Unit Owner complies with this Declaration, all rules and regulations of the Association (as such rules and regulations may be adopted by the board of directors of the Association from time to time, the "Rules and Regulations") and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Cable Utility Unit or the items installed in such Cable Utility Unit, and obtains all approvals and permits required thereby; (ii) the Cable Utility Unit Owner does nothing that will materially and adversely affect the physical condition of the Building or the value of any Unit (other than the Cable Utility Unit); and (iii) the Cable Utility 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. Each Cable Utility Unit Owner shall have a perpetual, non-exclusive easement to use the Rooftop Equipment Easement Areas and through the Common Elements of the Building, 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 Cable Utility Unit in accordance with the provisions of this Declaration and for the purpose of providing cable television, internet and other telecommunications services to other Units within the Building. Each Cable Utility Unit Owner shall have the right to attach bolts, screws, hooks, brackets, nails and other fasteners to interior walls of the 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) the Cable Utility Unit Owner complies with this Declaration, the Rules and Regulations and all applicable laws, codes, statutes, rules, regulations, ordinances and orders with regard to the alteration or improvement of the Cable Utility Unit Owner or the equipment or other items located or to be located in such Cable Utility Unit or the Rooftop Equipment Easement Areas, and obtains all approvals and permits required thereby; (ii) the Cable Utility Unit Owner does nothing that will materially and adversely affect the physical condition of the Building or the value of any Unit (other than the Cable Utility Unit); and (iii) the Cable Utility 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 Cable Utility Unit Owner shall have the right to install ducts, wiring, cables and conduits and to open holes in and through the roof of the Building, the walls and floor of the rooftop penthouse of the 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 Cable Utility Unit owned by such Cable Utility Unit Owner to the Rooftop Equipment Easement Areas and equipment located therein. The Association shall have the right to levy Special Assessments on the Cable Utility Unit Owners of the Cable Utility Unit for (i) the cost of any repairs, maintenance or restoration to the Common Elements, Limited Common Elements and Association Repair Items 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, or any Limited Common Elements or Association Repair Items, made necessary because of the installation or opening. The Owner of any Cable Utility Unit to which an installation or opening is appurtenant, or who has created any installation or opening in any other Unit, shall maintain, repair and replace such installation or opening and the seal between the installation or opening and the Common Element or Limited Common Element in which it is located at such Cable Utility Unit Owner's 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, Limited Common Elements or Association Repair Items, the Association shall have all rights with respect to the opening or seal that it has under Section 8 01(c) 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 Cable Utility Unit Owners of the Cable Utility Unit to which the installation or opening is appurtenant, at such Cable Utility Unit Owners' cost and using the method and materials prescribed by the Association.

(d) General. The easements and rights granted in this Section 5.11 may be used by the Cable Utility Unit Owners and their respective tenants, employees, agents and invitees, and appurtenant to, and shall pass with title to, each Cable Utility Unit.

ARTICLE VI

PERCENTAGE INTERESTS; VOTING

6.01 Percentage Interests in the Common Elements.

(a) For Purposes of Establishing Insurance Proceeds and Condemnation Awards. The undivided percentage interest in the Common Elements appurtenant to each Unit for purposes of establishing a Unit Owner's percentage of insurance proceeds or condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles XII and XIII, and for the purpose of establishing a Unit Owner's percentage of any surplus in Construction Funds as described in Sections 12.06 and 13.06, are as set forth on Exhibit C, which is attached hereto and made a part hereof, in the column entitled "Percentage Interest for Insurance Proceeds and Condemnation Awards."

(b) For All Other Purposes. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes other than those set forth in Section 6.01(a) are as set forth on Exhibit C in the column entitled "Percentage Interest for All Other Purposes."

6.02 Conveyance, Lease or Encumbrance of Percentage Interests. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include all Limited Common Elements appurtenant to such Unit and the undivided percentage interests in the Common Elements set forth in Sections 6.01(a) and 6.01(b) that are appurtenant to such Unit even though such interests are not expressly described or referred to therein.

6.03 Voting. There shall be a total of One Hundred (100) votes in the Association appurtenant to all of the Units. The number of votes at meetings of the Association appurtenant to each Residential Unit and each Commercial Unit shall be equal to the percentage interest in the Common Elements set forth in Section 6.01(b) that is appurtenant to such Unit. There shall be no votes appurtenant to any of the Parking Units, Storage Units, Antenna Unit or the Cable Utility Unit.

6.04 Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be

deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 6.04) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. Furthermore, each Unit Owner of a leased Unit shall have the right, by delivery of written notice of designation to the secretary of the Association, to appoint the lessee of such Unit to exercise part or all of the vote held by such Unit Owner. During the period of Declarant control as provided in Section 7.02, any person designated by the Declarant to exercise any vote shall be deemed to be a "Unit Owner" for purposes of the requirement that the designee be a Unit Owner only. Furthermore, in the case of a Unit that is owned by an entity, any person designated by the Unit Owners of such Unit to exercise any vote who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of the requirement that the designee be a Unit Owner only.

6.05 Limitations on Voting Rights. No Unit Owner entitled to vote on any matter shall be permitted to vote until the Unit Owner's name and current mailing address have been provided to and received by the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01 General. All Unit Owners shall be entitled and required to be members of an association of Unit Owners known as the "Weston Place 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 Limited Common Elements of the Condominium. The Association shall be incorporated as a nonstock 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 by-laws (the "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, employees of Unit Owners or 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 the Rules and Regulations, this Declaration, the Articles and the Bylaws.

7.02 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until title to a Unit has been conveyed to any person or entity other than Declarant. Thereafter, from the date the first Unit of this Condominium is conveyed by the Declarant to any person or entity other than Declarant and except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers and directors of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers and directors by the Articles, the Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law, until the earliest of: (1) three (3) years from such date; or (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the percentage interest in the Common Elements as determined under Section 6.01(b) to purchasers; or (3) the date upon which Declarant expressly elects to waive its right of control.

7.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 6.01(b) to purchasers, the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 6.01(b) to purchasers, the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors.

7.04 Rules and Regulations. To the extent permitted by law and except as otherwise provided in this Declaration or in the Bylaws, the Association shall have the right to adopt and amend the Rules and Regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property. The Rules and Regulations shall be adopted and amended in accordance with the Bylaws. The Association may adopt provisions in its Articles and the Bylaws and Rules and Regulations requiring the Antenna Unit Owner and Cable Utility Unit Owner (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 (b) to install, at such Unit Owners' cost, a separate meter for all electricity and other utilities used by the Unit owned by such Antenna Unit Owner or Cable Utility Unit Owner and any improvements or other items installed or contained in such Unit or installed by the Antenna Unit Owner or the Cable Utility Unit Owner in the Rooftop Equipment Easement Areas, and to pay directly for all such separately metered electricity and utilities. The Association may not adopt provisions that would restrict lobby access during normal business hours by members of the general public to the Commercial Unit or to public parking within the Parking Garage, provided, however, that "normal business hours" shall not include any period before 7:30 a.m. or after 9:00 p.m.

ARTICLE VIII

MAINTENANCE AND REPAIRS

8.01 Units.

(a) Each Unit Owner shall be responsible for the cleaning, including cleaning the interior glass surface of each window located within the perimetrical boundaries of the Unit at least once a year maintenance, repair and replacement of the Unit owned by such Unit Owner, except to the extent the Association is responsible for such maintenance, repair or replacement under Section 8.01(b) and except to the extent any repair cost is paid by the Association's insurance policy described in Section 11.01(a).

(b) The Association shall be responsible for the maintenance, repair and replacement of the following items, even though such items may fall within the boundaries of Units (the "Association Repair Item(s)"): the ceilings and the concrete structures, pillars and beams supporting the ceilings and levels of the Parking Garage, to the extent necessary to maintain the structural integrity of such ceilings, structures, pillars and beams; the concrete structures supporting the levels of the Building; the floors and walls of the Parking Garage (including, without limitation, the walls forming the perimetrical boundaries of the Parking Units and Storage Units), to the extent necessary to maintain the structural integrity of such floors and walls; the exterior walls of the rooftop penthouse of the Building; and the roof of the Building. Notwithstanding the foregoing, the Association may maintain, repair or replace any Association Repair Items that fall within the boundaries of any Parking Unit or Storage Unit, but shall have no duty to do so unless (i) the Association receives a written request from a Unit Owner of the Parking Unit or Storage Unit for such maintenance, repair or replacement, and (ii) the Unit Owners of the Parking Unit or Storage Unit provide the Association and the Association's representatives, agents and contractors with such access to the Parking Unit or Storage Unit and the Association Repair Items contained therein as is necessary or appropriate to allow the Association to perform the maintenance, repair or replacement. Each Unit Owner shall be responsible for the cleaning of all Association Repair Items located within the Unit owned by such Unit Owner, but shall not perform any other maintenance or repair or replace any such Association Repair Item without the prior written approval of the Association.

(c) Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible under

Section 8.01(a) falls into disrepair so as to create a nuisance or a dangerous, unsafe, unsanitary, 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. Such cost shall be an assessment and shall create a lien enforceable in the same manner as other assessments as set forth in Article IX. The Unit Owners of the offending Unit shall be personally (jointly and severally) liable, and such Unit may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be added to the amounts payable as special assessments under Section 9.03.

8.02 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean and attractive order and repair. The Association shall be responsible for providing and maintaining janitorial service to all indoor Common Elements and Limited Common Elements, for snow plowing all sidewalks, driveways and alleys serving or within the Condominium and for maintaining in good and attractive order all landscaped areas and common terraces and plazas within the Condominium and for providing trash removal from the Common Element and Limited Common Element trash areas once per week. The Association shall be responsible for semiannual window washing of all windows that exclusively service a Common Element and all inaccessible windows (windows that are not completely spanned by a balcony or terrace). Ninth floor residents shall allow window washers, upon not less than one week's notice from the Association, to access the ninth floor terraces and balconies during each washing. A week before each washing, a notice will be sent to all Unit Owners that have terraces or balconies that the window washers will access during the washing. Notwithstanding the foregoing: (i) the cleaning, maintenance, repair and replacement of any fastener installed under Sections 5.07 through 5.11, inclusive, shall be the responsibility of the Unit Owners of the Unit containing such fastener; and (ii) the cleaning, maintenance, repair and replacement of any items, fasteners and seals installed, and holes opened, in the Common Elements or Limited Common Elements under Sections 5.07 or through 5.11, inclusive, shall be the responsibility of the Unit Owners of the Unit using such items, fasteners, seals and holes.

8.03 Damage Caused By Unit Owners. To the extent (a) any cleaning, maintenance, repair or replacement of all or any part of any Common Element, Limited Common Element or Association Repair Item 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 any employee, guest, contractor, agent or invitee of a Unit Owner or tenant or occupant of a Unit, or (b) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element, Limited Common Element or Association Repair Item 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 any committee thereof), or (c) the Association is required to restore the Common Elements or Limited Common Elements following any alteration of a Common Element or Limited Common Element pursuant to Sections 5.07 or through 5.11, inclusive, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such employee, guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

ARTICLE IX

COMMON EXPENSES AND ASSESSMENTS

9.01 Common Expenses. Any and all expenses incurred by the Association in connection with the management and control of the Condominium, the cleaning, maintenance, repair and replacement of the Common Elements, Limited Common Elements and Association Repair Items, the provision of services to the Unit Owners, and the administration of the Association shall be deemed to be common expenses (the "Common Expenses"). The Common Expenses shall include the Base Common Expenses and Additional Common Expenses, both as defined in this Section 9.01.

(a) Base Common Expenses. The term "Base Common Expenses" shall mean all Common Expenses other than the Additional Common Expenses (as defined in Section 9.01(b)), including, without limitation, expenses incurred for the following items, to the extent such items are not Additional Common Expenses: insurance premiums; rent and other charges due and payable by the Association under any contracts and leases to which the Association is a party; reserve funds for maintenance, repairs and replacements of Common Elements, Limited Common Elements and Association Repair Items; landscaping and lawn care; cleaning and janitorial service; snow shoveling and plowing; improvements to the Common Elements, Limited Common Elements and Association Repair Items; common security lighting; utility services to the Common Elements; utility services to the Units to the extent the same are not separately metered; trash collection; and maintenance, management, concierge and security salaries and wages.

(b) Additional Common Expenses. The term "Additional Common Expenses" shall mean all Common Expenses incurred by the Association in connection with:

(i) increased or additional insurance premiums that occur as a direct result of improvements made for the exclusive benefit of the Commercial Unit or improvements made for the exclusive benefit of the Residential Units;

(ii) rent and other charges due and payable by the Association under leases of portions of the Condominium and any other leases to which the Association is a party, to the extent such leases exclusively benefit either the Commercial Unit or the Residential Units; and

(iii) the management and control of all parts of and improvements to the Condominium, whether Common Elements, Limited Common Elements, or Association Repair Items, that (A) were not part of the Condominium as initially constructed, (B) improve the Condominium or any part thereof beyond the condition and standard for the Condominium or such part at the time that the Condominium was initially constructed and (C) benefit exclusively the Residential Units or the Commercial Unit (for example, upgraded floor coverings in a common lobby that benefits only the Commercial Unit or upgraded wall art in common hallways that serve only Residential Units).

9.02 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 Base General Assessments and Additional General Assessments, both as defined in this Section 9.02.

(a) The "Base General Assessments" shall include all General Assessments against the Units for the purpose of maintaining a fund from which the Base Common Expenses may be paid. The Base General Assessments against each Unit shall be assessed in proportion to the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Unit.

(b) The "Additional General Assessments" shall include all General Assessments against the Units for the purpose of maintaining a fund from which the Additional Common Expenses may be paid. Each Additional General Assessment shall be levied to maintain a fund for a particular Additional Common Expense and shall be assessed against either (i) all Residential Units, if the Residential Units benefit exclusively from the Additional Common Expense, or (ii) the Commercial Unit, if the Commercial Unit benefits exclusively from the Additional Common Expense. The Units that benefit exclusively from the Additional Common Expense shall be referred to individually as a "Benefiting Unit" and collectively as the "Benefiting Units." Each Additional General Assessment shall be assessed against each Benefiting Unit in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units.

EXAMPLE: Suppose that a particular Additional Common Expense benefits exclusively the Residential Units and there are only three Residential Units in the Condominium, Units A, B and C. Suppose further that the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to Units A, B and C are as follows: Unit A, 10%; Unit B, 15%; and Unit C, 25%. The Additional General Assessment levied to fund the Additional Common Expense would be assessed against Unit A in the proportion of 10% divided by (10% + 15% + 25%) = 10% divided by 50% = 20%.

(c) 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. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

9.03 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments"):

(a) against the Units for deficiencies in the case of destruction or condemnation as set forth in Section 12.05 and Section 13.05;

(b) against any Unit or Units for defraying the cost of improvements to the Common Elements or Association Repair Items;

(c) against any Unit for the Association's costs or damages arising from the acts or omissions of any Unit Owner, tenant, or occupant of such Unit, or any employee, guest, contractor, agent or invitee of a Unit Owner or tenant or occupant of such Unit (including, without limitation, increases in the premiums for insurance policies maintained by the Association); or

(d) against any Unit or Units for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium.

Any special assessment levied against any Unit to recover the Association's costs or damages arising from the acts or omissions of any Unit Owner, tenant or occupant of such Unit, or any employee, guest, contractor, agent or invitee of a Unit Owner or tenant or occupant of the Unit (the "Default Special Assessment") may be contested under Section 16.03. Special Assessments shall be paid at such time and in such manner as the Association may determine. Notwithstanding anything to the contrary contained herein, no Special Assessment shall be levied against any class of Benefiting Units (i.e., the Commercial Unit or Residential Units) to fund any Additional Common Expense unless it is approved either: (a) in the case of approval obtained by written consent, by those Unit Owners holding at least fifty-one percent (51%) of the votes appurtenant to such class of Benefiting Units; or (b) in the case of approval obtained at a duly called meeting of the members of the Association at which a quorum is present, by at least fifty-one percent (51%) of the votes appurtenant to such class of Benefited Units present at such meeting. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

9.04 Common Surpluses.

(a) If surpluses of the Association should be accumulated, other than surpluses in any construction fund as described in Section 12.06 and Section 13.06 or surpluses in any fund from which an Additional Common Expense may be paid as described in Section 9.04(b), such surpluses may be returned to the Unit Owners of the Units or credited against the General Assessments against the Units in proportion to the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to each Unit, or may be used for any other purpose as the Association may determine, including the establishment of replacement reserves.

(b) If surpluses of the Association should be accumulated in any fund from which an Additional Common Expense may be paid as described in

Section 9.02(b), such surpluses shall be either (i) returned to the Unit Owners of, or credited against the General Assessments against, each Benefiting Unit with respect to the particular Additional Common Expense in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units with respect to the Additional Common Expense, or (ii) used for the establishment of replacement reserves relating to the Additional Common Expense.

9.05 Certificate of Status. The Association shall, upon the written request of any Unit Owner or any purchaser or Mortgagee of a Unit, issue a certificate of status of lien with regard to such Unit. Any such party may conclusively rely on the information set forth in the certificate.

9.06 Assessments Against Units Owned by Declarant. No General Assessments shall be assessed against any Unit owned by Declarant until such time as all or a portion of the Unit can be legally occupied and written occupancy permits for such Unit or portion have been issued by the City of Madison and all other governmental entities from which a permit is required for occupancy. However, during the period of Declarant control as set forth in Section 7.02, the General Assessment payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if occupancy permits had been issued for all of the Units, based on an annual operating budget prepared or approved in writing by the Declarant. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant shall not cover total Common Expenses. If a portion but not all of a Commercial Unit owned by Declarant can be legally occupied and written occupancy permits for such portion have been issued by the City of Madison and all other governmental entities from which a permit is required for occupancy, General Assessments may be assessed against the Commercial Unit only on a pro rata basis determined by multiplying the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Commercial Unit by a fraction, the numerator of which is the square footage of the portion of the Commercial Unit that can be legally occupied and the denominator of which is the total square footage of the Commercial Unit as shown on the Condominium Plat.

ARTICLE X

USE RESTRICTIONS

10.01 Use of Residential Units.

(a) Each Residential Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Residential Committee of the Association (as defined in the Bylaws) prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include (i) persons related by birth, marriage or legal adoption, or (ii) a person and his or her foster children, or (iii) two unrelated adults and the minor children of each) plus no more than one unrelated person plus up to two (2) personal attendants who provide personal care, housekeeping, meal preparation, laundry or companionship services for family members who, because of advanced age or physical or mental disability, need assistance with activities of daily living. 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, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (i) Residential Units may be leased as permitted under this Declaration, the Bylaws and the Rules and Regulations; (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 is maintained within a Residential Unit at which clients or customers regularly call.

(b) No sign of any kind shall be displayed on or in any Residential Unit which is visible to the public or any Unit Owner from outside of such Residential Unit.

(c) No window coverings shall be used or installed in any Residential Unit in a manner which is in any way visible to the outside except those interior blinds and drapes which appear uniform in color from the outside of the Condominium. The backing color of the blinds shall be uniform with Hunter Douglas Duette Honeycomb Shades, semi-opaque and opaque of the 2005 series. All window coverings must be hung from the ceiling or drywalled areas above the windows.

(d) Gas ranges, range-tops or cook-tops that can produce over 15000 BTUs per burner cannot be installed or used in Units that do not have an appropriate sized external venting hood. All ranges must be vented by the appropriate sized recirculation or external venting hood according to manufacture requirements, and State and City codes. All external-venting hoods must meet all applicable State and City codes and be approved by the Association and a certified HVAC (mechanical) contractor.

10.02 Use of Commercial Unit.

(a) Each Commercial Unit shall be used for office, commercial, service or retail purposes and for no other purpose unless otherwise authorized by the Commercial Committee of the Association (as defined in the Bylaws) prior to the commencement of such use.

(b) No sign of any kind shall be displayed on or in any Commercial Unit which is visible to the public or any Unit Owner from outside of such Commercial Unit except for those signs which (i) meet all applicable codes of the City of Madison, (ii) are approved in writing, prior to their display or installation, by the Commercial Committee of the Association, and (iii) during any period in which Declarant still owns an interest in any Unit, are approved in writing, prior to their display or installation, by the Declarant.

(c) No window coverings shall be used or installed in any Commercial Unit in a manner which is in any way visible to the outside except those interior blinds and drapes which appear uniform in color from the outside of the Condominium. The backing color of the blinds shall be uniform with Hunter Douglas Duette Honeycomb Shades, semi-opaque and opaque of the 2005 series. All window coverings must be hung from the ceiling or drywalled areas above the windows.

10.03 Use of Parking Units.

(a) Each Parking Unit shall be used for purposes of parking, storage and such other purposes as may be permitted under the Articles, Bylaws and Rules and Regulations. Notwithstanding the foregoing, Declarant shall have the right to convert any Parking Unit into use as an enclosure for storage of personal property, and to construct any enclosure for such use. Any such enclosure shall comply with all applicable building codes and ordinances. In constructing any such enclosure, Declarant shall not be subject to the restrictions set forth in Section 5.07, but shall do nothing that shall materially and adversely affect the physical condition of the Building or value of any Unit (other than the Parking Unit being converted). Any Parking Unit so converted shall continue to be a

Parking Unit (rather than a Storage Unit) following its conversion, but the uses to which such converted Parking Unit may be put shall be the same uses permitted for Storage Units.

(b) First Right to Negotiate for Parking Units.

(i) Except as otherwise expressly provided in this Declaration, any Unit Owner intending to sell or otherwise transfer in any manner or to lease any Parking Unit, part of a Parking Unit or interest in a Parking Unit owned by such Unit Owner (such Unit, part thereof or interest therein being referred to as the "Available Unit") to any person other than a Residential Unit Owner, Commercial Unit Owner, Antenna Unit Owner or Cable Utility Unit Owner, the Unit Owner shall deliver to the Association written notice stating such intent (the "Availability Notice"). The Association shall have the exclusive right, for a period of thirty (30) days from the Association's receipt of the Availability Notice, to negotiate for the purchase or lease of the Available Unit from the Unit Owner. All such negotiations by the Association and the Unit Owner shall be conducted in good faith.

(ii) If the Association and the Unit Owner are unable to reach a binding agreement for the Association's purchase or lease of the Available Unit within the time period described in Section 10.03(b)(i), then the Association's exclusive right to negotiate with the Unit Owner with respect to the Available Unit shall expire, and the Unit Owner shall be free to sell, transfer or lease the Available Unit to any party on any terms and conditions that are acceptable to the Unit Owner (subject to the Bylaws and the Rules and Regulations).

(iii) Notwithstanding subsection (ii), if either (a) the Unit Owner does not enter into a binding agreement for the purchase or lease of the Available Unit within one (1) year of the date of the receipt by the Association of the Availability Notice, or (b) the Unit Owner enters into a binding agreement for the lease of the Available Unit to a party other than the Association and such lease expires or otherwise terminates, then the Association's rights under this Section 10.03(b) shall be reinstated with respect to the Available Unit and the Unit Owner shall be required to follow the procedures stated in this Section 10.03(b) with respect to any future sale, transfer or lease of the Available Unit.

(iv) This Section 10.03(b) shall apply to every Unit Owner except the Declarant and the Association throughout the existence of the Condominium. This Section 10.03(b) shall not apply to Storage Units.

10.04 Use of Storage Units. Each Storage Unit shall be used for purposes of storage of personal property only and for no other purposes. No hazardous, flammable or toxic substances shall be stored in Storage Units. Storage Units may not be owned or leased by any party other than a Unit Owner who is simultaneously owning or leasing a Residential Unit, Commercial Unit, Antenna Unit or Cable Utility Unit.

10.05 Use of Antenna Unit and Cable Utility Unit.

(a) Each Antenna Unit shall be used for purposes of installation, repair, maintenance, and operation of: antennas; satellite dishes; cameras; telecommunications, cable television, fixed wireless, telephone, telecommunications, broadcast, weather monitoring and similar 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 Antenna Unit.

(b) No sign of any kind shall be displayed on or in any Antenna Unit which is visible to the public from outside of such Antenna 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 any Antenna Unit.

(c) Each Cable Utility Unit shall be used for purposes of installation, repair, maintenance, and operation of cable television, fixed wireless, telephone, telecommunications, broadcast, weather monitoring and similar equipment and all wiring, cabling, equipment, cabinets, boxes, masts and other items necessary, appropriate or required by law for the use of the foregoing.

10.06 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

(a) in the case of a Parking Unit, the Unit Owners have followed all procedures required by Section 10.03(b), if any, and the Association's first right to negotiate for the purchase or lease of the Unit as provided therein, if any, is expired at the time of the entry into the lease,

(b) the term of any such lease (except in the case of a Parking Unit) shall not be less than four (4) months,

(c) in the case of a lease of a Residential Unit, the Unit Owners have obtained the prior written approval of the Association's Board of Directors to the proposed tenant and the terms of the proposed lease,

(d) the lease contains a statement obligating all tenants to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations, providing that the lease is subject and subordinate to the same,

(e) the lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws and Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the Lease and, in the case of the lease of Residential Units and Parking Units only, 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; and

(f) leases of a Storage Unit shall be subject to the restrictions set forth in Section 10.04.

In the case of a lease of a Residential Unit, the Board of Directors may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

The restrictions on leasing contained in this Section 10.06 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

10.07 Alterations of Adjacent Units Under Common Ownership.

(a) Units that Share Demising Walls. If the perimetrical boundaries as defined by Section 3.03 of two Residential Units coincide with each other separated only by all or a portion of the demising wall between the two Units (which wall or portion thereof shall be referred to as the "Shared Wall"), and the same Unit Owner or group of Unit Owners own both such adjacent Units, the Unit Owner or Unit Owners may remove or alter all or a portion of the Shared Wall provided that the plans and specifications for such removal or alteration are first approved by the Association.

(b) Units that Share Ceilings and Floors. If the upper boundary of any Residential Unit and the lower boundary of any other Residential Unitcoincide with each other separated only by a portion of the concrete structure that forms the level of the Building between the Units (which portion of the concrete structure shall be referred to as the "Shared Level"), and the same Unit Owner or group of Unit Owners owns both of the adjacent Units, then the Unit Owner or group of Unit Owners may remove or alter all or a portion of the Shared Level provided that the plans and specifications for such removal or alteration are first approved by the Association and the Unit Owner or group of Unit Owners first delivers to the Association a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the removal or alteration described by the plans and specifications will not impair the structural integrity or strength of the Building. No portion of the Shared Level may be removed or altered if doing so will impair the structural integrity or strength of the Building. If the Shared Level is removed, or if an alteration to a Shared Level removes any portion of the Shared Level then (i) the portion of the upper boundary of the affected adjacent Unit that coincides with the Shared Level or portion thereof removed or altered shall be defined to be the imaginary horizontal plane extending from the upper boundary of such Unit as shown on the Condominium Plat to an intersection with the perimetrical boundaries of such Unit as defined in this Declaration, without reference to Section 3.03, and (ii) the portion of the lower boundary of the other affected adjacent Unit that coincides with the Shared Level or portion thereof removed or altered shall be defined to be the imaginary horizontal plane extending from the lower boundary of such Unit as shown on the Condominium Plat to an intersection with the perimetrical boundaries of such Unit as defined in this Declaration, without reference to Section 3.03.

(c) Square Footages Following Removal or Alteration. Following the removal or alteration of any Shared Wall or Shared Level as provided in Section 10.09(a) or (b), the square footages of the affected adjacent Units shall

continue to be determined by the square footages shown on the Condominium Plat for all purposes under this Declaration.

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

(a) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being reallocated (the "Original Unit") shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(b) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(c) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures only of the Association and the owners and mortgagees of the affected Units.

10.09 Alterations of Units. Unit Owners may make alterations within their Units provided that (a) the alterations will not impair the structural integrity or strength of the Building, and (b) no Common Element shall be altered without the prior written consent of the Association. Furthermore, a Residential Unit Owner desiring to make an alteration within a Residential Unit, including the initial build-out of a Residential Unit (the "Unit Buildout"), shall first obtain the prior written consent of the Association, which shall not be unreasonably withheld. The Association may condition its consent upon

(a) The Residential Unit Owner providing to the Association for its review and approval complete plans and specifications for the alteration, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural strength or integrity of the Building. Furthermore, each Unit Owner applying for a boundary relocation shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved.

(b) In the case of the Unit Buildout, all demising walls and walls separating the Unit from the corridors and lobbies within the Common Elements, and floors and ceilings of a Unit shall meet certain soundproofing standards set by the Association. Furthermore, all exterior walls must meet certain insulation standards set by the Association. Consequently, except to the extent otherwise provided in this Declaration or as otherwise agreed to by the Association, no Unit Owner may alter any walls separating the Unit from Common Element corridors and lobbies, any demising wall, or any exterior walls. Unit Owners may, however, alter furring walls (which are described in (e), below). In the case of the alteration of any plumbing system or flooring system or ceiling between Units that includes any soundproofing or fire prevention features, the plumbing system or flooring or ceiling system following the alteration shall include soundproofing and fire prevention features at least as effective as the pre-existing soundproofing and fire prevention features, and shall first be approved in writing by the Association and the Unit Owner of the Unit located on the other side of the floor or ceiling.

(c) In the case of the Unit Buildout or Unit alteration, all flooring systems installed within the Unit must have an Impact Insulation Class (IIC) or Field Transmission Impact Noise (FIIC) of 58 or greater, as tested over a 10"

concrete slab with no ceiling or insulation below. Testing shall comply with American Society of Testing and Materials standards (ASTM). The Association must approve all flooring systems before installation. To facilitate the Association's approval the Unit Owner shall provide the Association with sufficient evidence of test results that meet or exceed the IIC or FIIC 58 standard. The Association will provide the Unit Owner with the product information and supplier of the sound insulating mat used in the original Unit Build-out.

(d) In the case of the Unit Buildout or Unit alteration all flooring systems, plumbing protrusions and demising and corridor wall systems used during finishing construction shall have a Sound Transmission Class (STC) of 55 or greater. Testing shall comply with American Society of Testing and Materials standards (ASTM). All flooring systems shall be tested with a 10" concrete sub floor with no insulation or ceiling below. The Association must approve all plumbing insulation on pipes outside the Unit, flooring systems and demising and corridor wall systems before installation/construction. To facilitate the Associations approval the Unit Owner shall provide the Association with sufficient evidence of test results that meet or exceed the STC 55 standard.

(e) Construction/Replacement of Furring Walls. In every Unit, there shall be a furring wall (part of the Unit Buildout) framed inside of the corridor, demising, and exterior walls. The furring walls shall be constructed, replaced, or repaired to the following specifications: The furring wall is a 2 ½" 25 gauge steel stud wall, framed 16" on center. There is no insulation in the furring wall, and it has 5/8" drywall on the unit side only. Any electrical or other mechanical system (plumbing, fire sprinkler, or HVAC) that is to be in a perimeter wall shall be located in the furring walls, not the demising, corridor, or exterior walls. The furring wall shall be framed with 3/8" air space between it and the demising, corridor, or exterior wall.

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

10.11 Compliance with Laws, Condominium Documents and Insurance Requirements. In addition to the restrictions set forth in this Declaration, each Unit shall be subject to, and each Unit Owner shall comply with, all applicable laws, codes, regulations, ordinances and orders of all governmental authorities having jurisdiction (including, without limitation, all municipal zoning ordinances, the Condominium Ownership Act, and all applicable building and fire codes), all provisions of the Articles,

the Bylaws and the Rules and Regulations, and all requirements of any insurer with whom the Association has contracted to insure the Association or any part of the Condominium.

10.12 Use of Common Elements and Limited Common Elements.

(a) The entries, passages, corridors, halls, elevators, stairways and other Common Elements of the Building shall not be obstructed for any purpose and shall only be used for their intended purposes, and the doors, windows, sash doors and any lights that reflect or admit light into the common hallways or other Common Element areas of the Building shall not be covered, obstructed or altered by any Unit Owner or any tenant, occupant or other use of a Unit. None of the Common Elements or Limited Common Elements shall be littered or defaced in any manner nor shall any objects (such as welcome mats, shoes, plants or decorations of any kind), other than the small religious objects described in Section 5.08, be placed in the Common Elements. .

(b) Smoking is not permitted in any Common Elements or Limited Common Elements within the Building or Parking Garage, except on balconies, ninth floor terraces, and the Limited Common Elements appurtenant to Unit 1200. Smoking is permitted within the Residential Units. Smoking on the rooftop terraces shall be subject to the Rules and Regulations.

ARTICLE XI

INSURANCE

11.01 Fire, Casualty and Extended Loss Insurance.

(a) Condominium. Subsequent to the sale by Declarant of the first Unit, the board of directors of the Association shall obtain and maintain fire, casualty, and extended loss insurance coverage for the entire Condominium, including all Units, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, and personal property owned by the Association, but not including any Exclusive Benefit Improvements or Exclusive Benefit Personal Property, which are defined in and may be insured as provided in Section 11.01(b). With respect to the Units, the Association's insurance coverage shall cover only those portions of the Unit, which were provided as part of the original construction of the Unit, and any replacements thereof, but shall exclude any Unit Buildouts. The Condominium shall be insured for not less than the full replacement value of the Condominium excluding the Unit Buildouts, Exclusive Benefit Improvements and Exclusive Benefit Personal Property less a

commercially reasonable deductible. All insurance provided by the Association under this Section 11.01(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 in the Common Elements as determined under Section 6.01(a) that are appurtenant to the Units.

(b) Exclusive Benefit Improvements and Exclusive Benefit Personal Property. An "Exclusive Benefit Improvement" shall mean any improvement to the Condominium, the cost of which constitutes an Additional Common Expense under Section 9.01(b), except items of personal property owned by the Association (for example, upgraded wall art in common hallways that serve only the Residential Units). "Exclusive Benefit Personal Property" shall mean any personal property owned by the Association, the cost of which constitutes an Additional Common Expense under Section 9.01(b) (for example, upgraded wall art in common hallways that serve only the Residential Units). The Association shall have the right to obtain and maintain insurance for each Exclusive Benefit Improvement and item of Exclusive Benefit Personal Property providing fire, casualty, and extended loss coverage in an amount not less than the full replacement value of such Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property. Any such insurance provided by the Association shall be written in the name of the Association as insurance trustee for the Unit Owners of each Benefiting Unit with respect to the particular Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units with respect to the particular Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property. All premiums for insurance provided under this Section 11.01(b) shall be Additional Common Expenses assessed against the Benefiting Units with respect to the Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property as set forth in Article IX.

(c) General. The Association shall not be required to obtain personal property insurance covering the Unit Buildouts or 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 or Limited Common Element). The Association's insurance coverage shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure the required coverage is at all times provided. 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 XII.

11.02 Public Liability Insurance. Subsequent to the sale by Declarant of the first Unit, the board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements, Limited Common Elements and Association Repair Items. Liability coverage shall be in the minimum amount of at least $1,000,000 per occurrence and $5,000,000 in the aggregate for personal injury and/or property damage or such higher minimum amount as is 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 obtain a condominium homeowner's policy of liability insurance in the minimum amount of at least $300,000 per occurrence for personal injury and/or property damage or such higher minimum amount as is needed in the discretion of the Association to comport with the prevailing commercial practice. Each such policy should name the Association as an additional insured.

11.03 Fidelity Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, 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.

11.04 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 or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance 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 11.01(a), 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.

11.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner 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.

11.06 Standards for All Insurance Policies. All insurance policies provided under this Article XI 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 of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE XII

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

12.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements (including the Limited Common Elements) or Association Repair Items is damaged or destroyed by any cause, the damaged Common Elements and Association Repair Items shall be repaired or reconstructed except as herein specifically provided otherwise.

(a) Damage Less Than $1,000,000. If the cost to repair or reconstruct the damaged Common Elements and Association Repair Items, excluding any Exclusive Benefit Improvements and Exclusive Benefit Personal Property, is less than One Million Dollars ($1,000,000.00), the damaged Common Elements and Association Repair Items 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 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 Unit are cast in favor of such repair or reconstruction. Notwithstanding the foregoing, if the failure to repair or reconstruct any damaged Common Element or Association Repair Item would materially adversely affect one or more Units to which no votes are appurtenant, the Common Element or Association Repair Item shall be repaired or reconstructed unless the Unit Owners and first Mortgagees of all such affected Units consent in writing not to repair or reconstruct the Common Element or Association Repair Item.

(b) Damage Equal To or Greater Than $1,000,000; Insurance Available. If the cost to repair or reconstruct the damaged Common Elements and Association Repair Items, excluding any Exclusive Benefit Improvements and Exclusive Benefit Personal Property, is equal to or greater than One Million Dollars ($1,000,000.00), and the insurance proceeds plus One Million Dollars ($1,000,000.00) are sufficient to complete such repair or reconstruction, the damaged Common Elements and Association Repair Items 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 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 Unit are cast in favor of such repair or reconstruction. Notwithstanding the foregoing, if the failure to repair or reconstruct any damaged Common Element or Association Repair Item would materially adversely affect one or more Units to which no votes are appurtenant, the Common Element or Association Repair Item shall be repaired or reconstructed unless the Unit Owners and first Mortgagees of all such affected Units consent in writing not to repair or reconstruct the Common Element or Association Repair Item.

(c) Damage Equal to or Greater Than $1,000,000; Insurance Not Available. If the cost to repair or reconstruct the damaged Common Elements and Association Repair Items, excluding any Exclusive Benefit Improvements and Exclusive Benefit Personal Property, is equal to or greater than One Million

Dollars ($1,000,000.00), and insurance proceeds plus One Million Dollars ($1,000,000.00) are insufficient to complete such repair or reconstruction, the damaged Common Elements and Association Repair Items 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 Common Elements. Delivery of such written consent under the circumstances described in this Section 12.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

(d) Damage to Exclusive Benefit Improvements or Exclusive Benefit Personal Property. If all or any part of any Exclusive Benefit Improvement or Exclusive Benefit Personal Property is damaged or destroyed by any cause, the Association shall have one hundred twenty (120) days from the date of the damage or destruction to determine whether to repair, reconstruct or replace the same.

12.02 Plans and Specifications. Any reconstruction or repair of items other than all or any part of any Exclusive Benefit Improvement or Exclusive Benefit Personal Property 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; and (b) the board of directors of the Association 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.

12.03 Responsibility for Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section 11.01(a), the Association has the responsibility of reconstruction and repair, and promptly shall obtain reliable and detailed estimates of the cost to rebuild or repair.

12.04 Insurance Proceeds and Construction Fund.

(a) Condominium. Insurance proceeds held by the Association as trustee pursuant to Section 11.01(a) shall first be disbursed by the Association for the repair or reconstruction of the damaged Common Elements, Limited Common Elements and Association Repair Items and shall next be disbursed by the Association for the repair or reconstruction of any insured portions of damaged Units. The Association shall have no responsibility to repair, reconstruct, or replace the Unit Buildout (and all additions or replacements of all or a portion of

the Unit Buildout) or any improvements which were made to any Unit and which are not part of the core and shell of the Building. Further, the Association shall have no responsibility to repair, reconstruct, or replace any personal property of any Unit Owner or tenant or occupant of a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds available under Section 11.01(a) unless the Association has determined not to rebuild pursuant to Section 12.01 and the Condominium is partitioned as set forth in Section 12.07, or unless there is a surplus of insurance proceeds after the damaged Property or Building has been completely restored or repaired as set forth in Section 12.06(a).

(b) Exclusive Benefit Improvements and Exclusive Benefit Personal Property. If the Association determines under Section 12.01(d) to repair any Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property, then the insurance proceeds, if any, held by the Association as trustee pursuant to Section 11.01(b) for such Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property shall first be disbursed by the Association for the repair, reconstruction or replacement of such Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property. Unit Owners and Mortgagees of the Benefiting Units with respect to such Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property shall not be entitled to receive payment of any portion of the insurance proceeds, if any, available under Section 11.01(b) unless the Association has determined not to repair, reconstruct or replace the Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property pursuant to Section 12.01(d), or unless there is a surplus of insurance proceeds after the damaged Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property has been completely repaired, reconstructed or replaced as set forth in Section 12.06(b).

12.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction, repair or replacement by the Association, Special Assessments shall be made against the Units in sufficient amounts to provide funds for the payment of such costs. Special Assessments on account of damage to Common Elements, Limited Common Elements and Association Repair Items other than Exclusive Benefit Improvements and Exclusive Benefit Personal Property, or on account of damage to any Unit, shall be assessed against all Units in proportion to the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to each Unit. Special Assessments on account of damage to Exclusive Benefit Improvements or Exclusive Benefit Personal Property shall be assessed against each Benefiting Unit with respect to the particular Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which

is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units with respect to the particular Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

12.06 Surplus in Construction Funds.

(a) All insurance proceeds, awards and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to any Common Elements, Limited Common Elements or Association Repair Items other than Exclusive Benefit Improvements or Exclusive Benefit Personal Property, any damage to any Units, or any Common Elements, Limited Common Elements or Association Repair Items other than Exclusive Benefit Improvements or Exclusive Benefit Personal Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed the first monies disbursed in payment of costs of reconstruction or repair of any damaged Common Elements, Limited Common Elements or Association Repair Items are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to each Unit.

(b) All insurance proceeds, awards and Special Assessments held by the Association as trustee for the purpose of repairing, reconstructing or replacing any damage to any Exclusive Benefit Improvements or Exclusive Benefit Personal Property or any Exclusive Benefit Improvements or Exclusive Benefit Personal Property taken by eminent domain are referred to herein as "Exclusive Benefit Construction Funds." It shall be presumed the first monies disbursed in payment of costs of repair, reconstruction or replacement of any damaged Exclusive Benefit Improvements or Exclusive Benefit Personal Property are insurance proceeds, if any. If there is a balance in the Exclusive Benefit Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners of each Benefiting Unit with respect to the particular Exclusive Benefit Improvement or Exclusive Benefit Personal Property in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units with respect to the particular Exclusive Benefit Improvement or item of Exclusive Benefit Personal Property.

12.07 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition as provided in Section 12.01(c), 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 fund and shall be divided among the Unit Owners according to the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to each Unit. Exclusive Benefit Construction Funds shall be disbursed as provided in Section 12.06(b).

12.08 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 XIII

CONDEMNATION

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

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

(b) Any award for the taking of a Limited Common Element other than an Exclusive Benefit Improvement or an item of Exclusive Benefit Personal Property shall be allocated to the Unit Owners collectively of each Unit to which the use of such Limited Common Element is restricted. The portion of the award to be allocated to each such Unit shall be equal to the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to such Unit divided by the total of the percentage interests in the Common Elements as determined under Section 6.01(a) that are appurtenant to all Units to which the use of the Limited Common Element is restricted.

(c) In the event no reconstruction is undertaken, any award for the taking of Common Elements other than Exclusive Benefit Improvements or Exclusive Benefit Personal Property shall be allocated to all Unit Owners in proportion to the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to each Unit.

(d) In the event no repair, reconstruction or replacement is undertaken, any award for the taking of any Exclusive Benefit Improvement shall be allocated to the Unit Owners of each Benefiting Unit with respect to the Exclusive Benefit Improvement in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units with respect to the particular Exclusive Benefit Improvement.

13.02 Determination to Reconstruct.

(a) Common Elements and Association Repair Items. Following the taking of all or part of the Common Elements (including the Limited Common Elements) or Association Repair Items, the Common Elements and Association Repair Items shall be restored or reconstructed unless within thirty (30) days of the date the Association receives reconstruction cost estimates, the Unit Owners having seventy-five percent (75%) or more of the votes shall consent in writing not to reconstruct the Common Elements and Association Repair Items taken or unless the extent of the taking, as determined by the board of directors of the Association, makes reconstruction or restoration impractical. Delivery of the written consent described herein shall be deemed to be consent to subject the Condominium to an action for partition.

(b) Exclusive Benefit Improvements. Following the taking of all or any part of any Exclusive Benefit Improvement, the Association shall have one hundred twenty (120) days from the date of the taking to determine whether to repair, reconstruct or replace the same.

13.03 Plans and Specifications for Common Elements and Association Repair Items. Any reconstruction of Common Elements (including Limited Common Elements) and Association Repair Items other than any Exclusive Benefit Improvements shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the Common Elements, Association Repair Items or portions thereof taken, unless: (a) the Unit Owners holding a majority of the votes approve of the variance from such plans and specifications; (b) if the variance from the plans and specifications would materially adversely affect one or more Units to which no votes are appurtenant, the Unit Owners of all such affected Units consent in writing to the variance; and (c) the board of directors of the Association authorizes 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.

13.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements or Association Repair Items other than Exclusive Benefit Improvements, the responsibility for restoration and reconstruction shall be that of the Association and it shall promptly obtain reliable and detailed estimates of the cost to rebuild.

13.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements and Association Repair Items is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Units in sufficient amounts to provide funds for the payment of such costs. Special Assessments on account of the taking of Common Elements, Limited Common Elements and Association Repair Items other than Exclusive Benefit Improvements or Exclusive Benefit Personal Property, or on account of damage to any Unit, shall be in proportion to the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to each Unit. Special Assessments on account of damage to Exclusive Benefit Improvements shall be assessed against each Benefiting Unit with respect to the particular Exclusive Benefit Improvement in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units with respect to the particular Exclusive Benefit Improvement. 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. It shall be presumed the first monies disbursed in payment of costs of reconstruction or restoration following a taking 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 all Unit Owners in proportion to the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to each Unit. If there is a balance in the Exclusive Benefit Construction Funds after payment of all costs of reconstruction or repair following a taking, such balance shall be divided among the Unit Owners of each Benefiting Unit with respect to the particular Exclusive Benefit Improvement in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to all Benefiting Units with respect to the particular Exclusive Benefit Improvement.

13.07 Partition and Sale Upon Consent. If the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to subject the Condominium to an action for partition as provided in Section 13.02(a), the net proceeds of sale together with any net proceeds of the award for taking shall be considered as one fund and shall be

divided among all Unit Owners in proportion to the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to each Unit.

13.08 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 in the Common Elements appurtenant to each of the Units shall be recalculated as follows:

(a) For each Taken Unit, the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to the Taken Unit shall be multiplied by a fraction, the numerator of which is the fair market value of the Taken Unit after the taking and the denominator of which is the fair market value of the Taken Unit prior to the taking. The resulting percentage is referred to herein as the "Taken Unit Remaining Percentage" for such Taken Unit. The percentage interest as determined under Section 6.01(a) in any Taken Unit prior to the taking minus the Taken Unit Remaining Percentage for such Taken Unit is called the "Taken Percentage" applicable to such Taken Unit.

EXAMPLE: If a Unit with a fair market value prior to the taking has a percentage interest under Section 6.01(a) of 5% and a fair market value of $500,000, and after the taking has a fair market value of $250,000, the Taken Unit Remaining Percentage would be $250,000/$500,000 x 5%, or 2.5%, and the Taken Percentage would be 5% minus 2.5%, or 2.5%.

(b) The sum of the Taken Percentages for all Taken Units shall be subtracted from 100%. The difference is called the "New Denominator."

EXAMPLE: If the sum of the Taken Percentages for all the Taken Units equals 2.5%, the New Denominator is 97.5%.

(c) Following the taking, the percentage interest in the Common Elements as determined under Section 6.01(a) that is appurtenant to each Unit shall be calculated as follows:

[i] For each Taken Unit, the percentage interest in the Common Elements as determined under Section 6.01(a) shall be the Taken Unit Remaining Percentage applicable to such Taken Unit divided by the New Denominator.

EXAMPLE: If the Taken Unit Remaining Percentage is 2.5% and the New Denominator is 97.5%, the new percentage interest under Section 6.01(a) appurtenant to the Taken Unit would be 2.5% divided by 97.5% = 2.5641%.

[ii] For each Unit other than a Taken Unit, the percentage interest in the Common Elements as determined under Section 6.01(a) shall be the percentage interest in the Common Elements as determined under Section 6.01(a) that was appurtenant to the Unit prior to the taking divided by the New Denominator.

EXAMPLE: If the percentage interest under Section 6.01(a) appurtenant to a Unit prior to the taking were 5% and the New Denominator is 97.5%, the new percentage interest under Section 6.01(a) appurtenant to the Unit would be 5% divided by 97.5% = 5.12821%.

13.09 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

MORTGAGEES

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

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

(b) Any default under, any failure to comply with, or any violation of any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations, by the encumbered Unit or any Unit Owner or tenant of such Unit.

(c) Any condemnation or casualty loss to the Common Elements in an amount exceeding Five Hundred Thousand Dollars ($500,000).

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

14.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XV of this Declaration, neither Article XV, 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.

14.03 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 the title.

ARTICLE XV

AMENDMENT

Except as otherwise provided by this Declaration or by the Condominium Ownership Act, this Declaration may be amended with the written consent of the Unit Owners owning not less than sixty-seven percent (67%) of the percentage interests in the Common Elements as determined under Section 6.01(b). No amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations that materially affects any or all of the Residential Units shall be effective without the prior written consent of the Residential Unit Owners owning not less than sixty-seven percent (67%) of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to the Residential Units. No amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations that materially affects any or all of the Commercial Unit shall be effective without the prior written consent of the Commercial Unit Owners owning not less than sixty-seven percent (67%) of the percentage interests in the Common Elements as determined under Section 6.01(b) that are appurtenant to the Commercial Unit. No amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations that materially affects the Antenna Unit shall be effective without the prior written consent of the Antenna Unit Owners. No amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations that materially affects the Cable Utility Unit shall be effective without the prior written consent of the Cable Utility Unit Owner. So long as the Declarant or Declarant's successors or assigns own any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required to any amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations. No amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations shall alter or abrogate the rights or obligations of Declarant or Declarant's successors or assigns as contained therein unless Declarant consents in writing to such amendment. No amendment to the Declaration, the Bylaws, the Articles or the Rules and Regulations shall alter or abrogate any Unit Owner's rights under Section 5.01 without the written consent of such Unit Owner. No Unit Owner's written consent provided under this Article XV shall be effective unless it is approved by each Mortgagee (if any) of such Unit. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded

with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XVI

REMEDIES

16.01 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, unless the Association has first given the Unit Owner written notice describing the failure and such failure remains uncured fifteen (15) days after delivery of the notice. 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 levying a Special Assessment to cover the Association's costs against the Unit Owner's Unit, (b) enforcing the provisions of this Declaration by proceedings in equity, or (c) initiating arbitration proceedings under Section 16.03. No prior written notice shall be required where an emergency condition (such as the threat of imminent harm to persons or property) exists and the Association takes immediate action to remedy the same. Any Unit Owner who owns a Unit against which a Default Special Assessment (as defined in Section 9.03) is levied may, however, elect to contest the default Special Assessment by submitting the issue to arbitration under Section 16.03, below.

16.02 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 petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other person or entity. (Nothing herein shall be deemed to limit the rights of the City of Madison or any other governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) 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 IX), to the extent that the Petitioner shall so have petitioned, by commencing arbitration proceedings under Section 16.03(b), below 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.

16.03 Dispute Resolution; Arbitration.

(a) Default Special Assessments. Any Unit Owner against whose Unit a Default Special Assessment (as defined in Section 9.03) is levied may, within twenty (20) days of such levy, contest the Default Special Assessment by submitting the same to a proceeding in small claims court or, if the amount in dispute exceeds the jurisdictional limit of the small claims court, arbitration, in which case execution upon the levy shall be suspended pending final decision in such proceeding. The arbitrator in any arbitration proceeding shall have the power to reduce, increase or eliminate the Default Special Assessment.

(b) Arbitration Procedure. Where any dispute arising under this Declaration is required to be submitted to arbitration, the arbitration shall be administered by the American Arbitration Association (the "AAA") under its Arbitration Rules for the Real Estate Industry and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties.

The prevailing party shall have the right to recover arbitration and court costs and reasonable attorneys' fees in any action or proceeding to enforce, or recover damages for a violation of, this Declaration.

ARTICLE XVII

GENERAL

17.01 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association to the Unit Owners shall be sufficient if given to one (1) registered Unit Owner of a Unit regardless of the number of Unit Owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 17.05. All Unit Owners shall provide the secretary of the Association with an address for the mailing or

service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

17.02 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity, illegality or unenforceability of all or any portion of any provision shall not affect the validity, legality or enforceability of the remaining portion of said provision or of any other provision of this Declaration.

17.03 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Unit.

17.04 Singular/Plural. The use of the singular in this Declaration shall be deemed to include the plural, whenever the context so requires.

17.05 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving Peter W. Frautschi at 3553 University Avenue, Madison, Wisconsin 53705; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

17.06 Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

17.07 Disclosure Regarding Construction. Declarant discloses that until and after the Declarant has sold all of the Units owned by the Declarant, there will be construction activity in connection with the remodeling and buildout of Units which may lead to noise, construction traffic, dust and other conditions incident to construction. Every Unit Owner, including Declarant, shall use reasonable efforts to avoid and to cause its contractors to avoid disruption to other Unit Owners during all periods of construction activity relating to the Unit owned by such Unit Owner.

17.08 Conflict in Condominium Documents. In the event a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, or the Rules and Regulations of the Association, or between or among any of them, this Declaration shall

be considered the controlling document, followed in order by the Articles, the Bylaws and the Rules and Regulations.

17.09 Pets. Pets may be kept within Residential Units and Commercial Unit subject to the Rules and Regulations. No pets may be kept within the Antenna Unit, Storage Units, Parking Units or Cable Utility Unit. Variances from the Rules and Regulations relating to pets may be granted by the board of directors of the Association upon request of any Unit Owner pursuant to procedures that the board of directors may adopt. In addition, the board of directors of the Association at any time may require an otherwise permitted pet to be removed from the Condominium if the board of directors determines that such pet constitutes a nuisance to, or threatens the safety of, other Unit Owners, tenants or occupants of Units, or of any of the employees, agents, representatives, invitees or guests of any Unit Owners, tenants or occupants of Units. Unit Owners shall be responsible for any damage caused by their pets to any portion of the Condominium.

17.10 Headings. The descriptive headings within this Declaration, the Articles and the Bylaws are for convenience only and shall not control or affect the meaning or construction of any provisions of such documents.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 15th day of June, 2005.

MADTOWN PROPERTIES, LLC

By: Community By Design, Inc., Manager

By: _____
Peter W. Frautschi, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 15th day of June, 2005, the above-named Peter W. Frautschi, to me known to be the president of Community by Design, Inc., the manager of Madtown Properties, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

Name: Brenda J Jarness
Notary Public, State of Wisconsin
My Commission: 12/27/07

This document was drafted by:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P. O. Box 2018
22 East Mifflin Street, Suite 600
Madison, WI 53701-2018
(608) 229-2200

CONSENT 000134

The undersigned, being the holder of a mortgage recorded against the property described on Exhibit A, hereby executes consents to the above declaration and agrees that its interest in said property is subject to the terms of the declaration.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Peter J Mortenson
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 15th day of June, 2005, the above-named Peter J. Mortenson, who executed the foregoing instrument, and acknowledged the same on behalf of U.S. Bank National Association.

Julie Tjugum-Rasmussen
Name: JULIE T JUGUM-RASMUSSEN
Notary Public, State of Wisconsin
My Commission: 06-24-07

000135

CONSENT

The undersigned, being the holder of a mortgage recorded against the property described on Exhibit A, hereby executes consents to the above declaration and agrees that its interest in said property is subject to the terms of the declaration.

Peter W. Frautschi, Trustee of the Trust for the benefit of Peter W. Frautschi under the Mary W. Frautschi Charitable Lead Unitrust dated March 9, 1990

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 15th day of June, 2005, the above-named Peter W. Frautschi, who executed the foregoing instrument, and acknowledged the same.

Name: Brenda U Jauness
Notary Public, State of Wisconsin
My Commission: 12/27/07

CONSENT

The undersigned, being the holder of a mortgage recorded against the property described on Exhibit A, hereby executes consents to the above declaration and agrees that its interest in said property is subject to the terms of the declaration.

PWF PROPERTIES, LLC

By: _____
Peter W. Frautschi, Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 15th day of June, 2005, the above-named Peter W. Frautschi, who executed the foregoing instrument, and acknowledged the same on behalf PWF Properties, LLC.

_____
Name: Brenda J Janness
Notary Public, State of Wisconsin
My Commission: 12/27/07

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Lot 1, Certified Survey Map 10358, recorded in Vol. 61 of Certified Survey Maps, pages 74-78, as Document No. 3472661, Dane County Registry, also being a part of the northeast quarter (1/4) of the northwest quarter (1/4), Section 20, Township 07 North, Range 09 East, in the City of Madison, Dane County, Wisconsin.

Parcel B:

Parking Easement created in the Declaration of Parking Easement recorded as Document No. 3463354.

Parcel C:

Cross-Access Easements for ingress and egress and parking as created by the Easement recorded in Vol. 1013 of Records, page 89, #1600054; as modified by the First Amendment to Easement recorded in Vol. 1077 of Records, page 630, as Document No. 1629831; and the Second Amendment to Easement recorded in Vol. 6102 of Records, page 53, #1851709; and shown on Certified Survey Map 10358.

EXHIBIT B

RE: COPY OF CONDOMINIUM PLAT ATTACHED AS EXHIBIT TO DECLARATION

The attached reduced size copy of the plat for the condominium created by this declaration is solely for reference to the original condominium plat duly filed in the public record as a separate recorded document pursuant to the requirements of Chapter 703, Wisconsin Statutes. In viewing the spatial relationships illustrated by said reduced size copy, it is acceptable to disregard illegible printed text.

The undersigned agent for the declarant hereby attests to the accuracy of the above statement.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Authorized Signatory

Reinhart\8493024

AFFIDAVIT OF CORRECTION

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.

THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*

- Altering boundary lines
- Adding property
- Altering title/ownership
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the **19th** day of **April**, **2007** (year) in volume ---------- , page --------- , as document no. **4300685** and was recorded in the Register of Deeds of **Dane** County, State of WI, contained the following error (If more space is needed, please attach an addendum):

In Section 2 of such document, under the column "Percentage Interest for All Other Purposes," the percentage for Unit 1003 was incorrectly stated as 0.9731 percent, and the percentage for Unit 1004 was incorrectly stated as 0.5094 percent.

ORIGINAL DOCUMENT
RECORDED ELECTRONICALLY
Doc. No. 5056243
Date 3/3/2014 Time 12:49 pm
Reinhart Boerner Van Deuren s.c.

RECORDING AREA

NAME AND ADDRESS
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Pin: 0709 202 17077 and 0709 202 17085

The correction is as follows (if more space is needed, please attach an addendum):
In section 2 of such document, under the column "Percentage Interest for All Other Purposes," the percentage for Unit 1003 is corrected to be 0.7935 percent, and the percentage for Unit 1004 is corrected to be 0.6890 percent.

*** Weston Place Condominium, in the City of Madison, Dane County, Wisconsin.**

A complete original or copy of the original document should be attached.

Dated this 19th day of ~~May~~, FEBRUARY, ~~2013~~ 2014.

Jesse Ishikawa
Affiant's Signature (type name below)
* **Jesse S. Ishikawa**

Grantee's Signature (type name below)
* **Robert Holmes, current owner of Unit 1004***

Grantor's Signature (type name below)
* **Michael B. Shapiro, current owner of Unit 1003***

Grantee's Signature (type name below)
* **Susan Holmes, current owner of Unit 1004***

Grantor's Signature (type name below)
* **SEE ADDITIONAL CONSENTS ATTACHED**

STATE OF WI)
COUNTY OF Dane)SS.

Subscribed and sworn to (or affirmed) before me this 3 day of February, 2014.
Leslie B. Elkins (type name below)
Leslie Elkins
Notary Public, State of WI
My Commission (expires) (is) permanent

LESLIE B. ELKINS NOTARY PUBLIC STATE OF WISCONSIN

Drafted by: **Jesse S. Ishikawa**

Reinhart\8493024

AFFIDAVIT OF CORRECTION

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5056243
03/03/2014 12:49 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 17

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.

THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*:

- Altering boundary lines
- Adding property
- Altering title/ownership
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the **19th** day of **April**, **2007** (year) in volume _____, page _____, as document no. **4300685** and was recorded in the Register of Deeds of **Dane** County, State of WI, contained the following error (if more space is needed, please attach an addendum):

In Section 2 of such document, under the column "Percentage Interest for All Other Purposes," the percentage for Unit 1003 was incorrectly stated as 0.9731 percent, and the percentage for Unit 1004 was incorrectly stated as 0.5094 percent.

RECORDING AREA

NAME AND ADDRESS
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Pin: 0709 202 17077 and 0709 202 17085

The correction is as follows (if more space is needed, please attach an addendum):
In section 2 of such document, under the column "Percentage Interest for All Other Purposes," the percentage for Unit 1003 is corrected to be 0.7935 percent, and the percentage for Unit 1004 is corrected to be 0.6890 percent.

*** Weston Place Condominium, in the City of Madison, Dane County, Wisconsin.**

A complete original or copy of the original document should be attached.

Dated this 19th day of ~~May~~ February, ~~2013~~ 2014.

Jesse Ishikawa
Affiant's Signature (type name below)
* **Jesse S. Ishikawa**

Grantee's Signature (type name below)
* **Robert Holmes, current owner of Unit 1004***

Grantor's Signature (type name below)
* **Michael B. Shapiro, current owner of Unit 1003***

Grantee's Signature (type name below)
* **Susan Holmes, current owner of Unit 1004***

Grantor's Signature (type name below)
* **SEE ADDITIONAL CONSENTS ATTACHED**

STATE OF WI)
COUNTY OF Dane)SS.

Subscribed and sworn to (or affirmed) before me this 3 day of February, 2014 by Jesse S. Ishikawa (if not signing below)

Notary Public, State of WI
My Commission (expires) (is) permanent

Drafted by: **Jesse S. Ishikawa**

*Grantor/Grantee as described in Wisconsin State Statutes 706.01(6) WRDA/WRPLA version VI - 10/06/2006 Rev. 8/2012 ©FORMS 2012 - www.wisbar.com

Reinhart\8493024

AFFIDAVIT OF CORRECTION

THIS FORM IS INTENDED TO CORRECT SCRIVENER'S ERRORS.

THIS FORM SHOULD NOT BE USED FOR THE FOLLOWING PURPOSES WITHOUT THE NOTARIZED SIGNATURES OF THE GRANTOR/GRANTEE*

- Altering boundary lines
- Adding property
- Altering title/ownership
- Deleting property

AFFIANT, hereby swears or affirms that the attached document recorded on the **19th** day of **April**, **2007** (year) in volume ---------- , page --------- , as document no. **4300685** and was recorded in the Register of Deeds of **Dane** County, State of WI, contained the following error (If more space is needed, please attach an addendum):

In Section 2 of such document, under the column "Percentage Interest for All Other Purposes," the percentage for Unit 1003 was incorrectly stated as 0.9731 percent, and the percentage for Unit 1004 was incorrectly stated as 0.5094 percent.

RECORDING AREA

NAME AND ADDRESS
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703

Pin: 0709 202 17077 and 0709 202 17085

The correction is as follows (if more space is needed, please attach an addendum):
In section 2 of such document, under the column "Percentage Interest for All Other Purposes," the percentage for Unit 1003 is corrected to be 0.7935 percent, and the percentage for Unit 1004 is corrected to be 0.6890 percent.

*** Weston Place Condominium, in the City of Madison, Dane County, Wisconsin.**

A complete original or copy of the original document should be attached.

Dated this _____ day of **May,** _____, **2013** .

Affiant's Signature (type name below)
* **Jesse S. Ishikawa**

Grantee's Signature (type name below)
* **Robert Holmes, current owner of Unit 1004***

Grantor's Signature (type name below)
* **Michael B. Shapiro, current owner of Unit 1003***

Grantee's Signature (type name below)
* **Susan Holmes, current owner of Unit 1004***

Grantor's Signature (type name below)
* **SEE ADDITIONAL CONSENTS ATTACHED**

STATE OF _____)
COUNTY OF _____)SS.

Subscribed and sworn to (or affirmed) before me this _____ day of _____, _____ .
_____ (type name below)
Notary Public, State of
My Commission (expires) (is) : _____

Drafted by: **Jesse S. Ishikawa**

AUTHENTICATIONS AND ADDITIONAL CONSENTS

ORIGINAL UNIT OWNER CONSENT

The undersigned, being the owner of Units 1003 and 1004 of Weston Place Condominium at the time Document No. 4300685 was executed, consents to this Affidavit.

MADTOWN PROPERTIES, LLC

By: _____
Peter W. Frautschi

ASSOCIATION CONSENT

The undersigned, being the party that originally executed Document No. 4300685, hereby consents to this Affidavit.

WESTON PLACE CONDOMINIUM ASSOCIATION, INC.

By: _____
Steve Kihm, President

AUTHENTICATION

Signature of Peter W. Frautschi authenticated Jan. 23 2014

Jesse S. Ishikawa
Jesse S. Ishikawa
Member, State Bar of Wis.

AUTHENTICATIONS AND ADDITIONAL CONSENTS

ORIGINAL UNIT OWNER CONSENT

The undersigned, being the owner of Units 1003 and 1004 of Weston Place Condominium at the time Document No. 4300685 was executed, consents to this Affidavit.

MADTOWN PROPERTIES, LLC

By:_____
Peter W. Frautschi

ASSOCIATION CONSENT

The undersigned, being the party that originally executed Document No. 4300685, hereby consents to this Affidavit.

WESTON PLACE CONDOMINIUM ASSOCIATION, INC.

By:_____
Steve Kihm, President

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____ 20__, the above-named Michael B. Shapiro, known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of _____
My Commission: _____

ACKNOWLEDGMENT

STATE OF Wisconsin)
) ss.
COUNTY OF Monroe)

Personally came before me this 19th day of February 2014 the above-named Robert Holmes and Susan Holmes, known by me to be the persons who executed the foregoing instrument and acknowledged the same.

LINDA A. ERICKSON NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My Commission: term 1-13-18

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____ 2013, the above-named Peter W. Frautschi, known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

ACKNOWLEDGMENT

STATE OF WI)
) ss.
COUNTY OF Dane)

Personally came before me this 28 day of January 2014, the above-named Steve Kihm, known by me to be the person who executed the foregoing instrument and acknowledged the same.

Rebecca Sadler
Notary Public, State of Wisconsin
My Commission: Feb. 21, 2016

NOTARY PUBLIC
REBECCA SADLER
STATE OF WISCONSIN

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____ 20__, the above-named Steve Kihm, known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission:_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 12th day of August 2013, the above-named Jesse S. Ishikawa, known by me to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC
JULIE TJUGUM-RASMUSSEN
STATE OF WISCONSIN

Julie Tjugum-Rasmussen
Notary Public, State of Wisconsin
My Commission: 12-14-2014

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4300685

04/19/2007 01:53PM

Trans. Fee:
Exempt #:

Rec. Fee: 29.00
Pages: 10

001253

Document No.

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR WESTON PLACE CONDOMINIUM**

Re: Relocation of Boundaries Between Units 1003 and 1004, Weston Place Condominium, located in the City of Madison, Dane County, Wisconsin.

Grantor: Madtown Properties, LLC

Grantee: Madtown Properties, LLC

Return to:
Shana Feuling Weber
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

251/0709-202-1707-7 and
251/0709-202-1708-5
Parcel Numbers

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
WESTON PLACE CONDOMINIUM

This Second Amendment (this "Second Amendment") is made by the Weston Place Condominium Owners Association, Inc., a Wisconsin corporation (the "Association").

MADISON\180660SMW:SMW 04/15/07

10/29

RECITALS: 001254

A. A declaration of condominium creating Weston Place Condominium (the "Condominium") was recorded with the Dane County Register of Deeds on June 16, 2005, as Document No. 4067286.

B. On August 29, 2006, the declarant of the Condominium executed and recorded with the Dane County Register of Deeds, as Document No. 4229623, a first amendment to declaration of condominium. Said declaration, as modified by said amendment, is referred to herein as the "Declaration."

C. The Association received a written request (the "Relocation Request") from Madtown Properties, LLC, the sole owner of Units 1003 and 1004 of Weston Place Condominium, to relocate the mutual boundary between such units, which request included a reasonable reallocation of the aggregate undivided percentage interests in the Common Elements and the number of votes at meetings of the Association between Units 1003 and 1004.

D. The Association desires to relocate said mutual boundary and make such reallocations pursuant to the Relocation Request and this Second Amendment.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Madtown Properties, LLC, the sole owner of Unit 1003, conveys approximately seventy-four (74) square feet of area to Madtown Properties, LLC, the sole owner of Unit 1004, and the boundaries of Units 1003 and 1004 shall be adjusted accordingly as set forth on the Weston Place Condominium, A Condominium Plat – Addendum No. 1, which shall be recorded contemporaneously herewith. A copy of said Addendum No. 1 is attached hereto as Exhibit A.

2. The undivided percentage interest in the Common Elements appurtenant to Units 1003 and 1004, respectively, shall be reallocated as follows:

	Percentage Interest for Insurance Proceeds and Condemnation Awards	Percentage Interest for All Other Purposes
Unit 1003	1.4261	0.9731
Unit 1004	0.7466	0.5094

MADISON\180660SMW:SMW 04/15/07

3. The number of votes at meetings of the Association appurtenant to Units 1003 and 1004 shall be equal to the reallocated relative percentage interests set forth above in the column entitled "Percentage Interest for All Other Purposes."

4. Except as modified hereby, all terms of the Declaration shall remain in full force and effect, and, unless otherwise defined herein, all terms shall have the meaning set forth in such Declaration.

[Signature Page Follows]

MADISON\180660SMW:SMW 04/15/07

EXHIBIT A

WESTON PLACE CONDOMINIUM, A CONDOMINIUM PLAT
ADDENDUM NO. 1

MADISON\180660SMW:SMW 04/15/07

001257

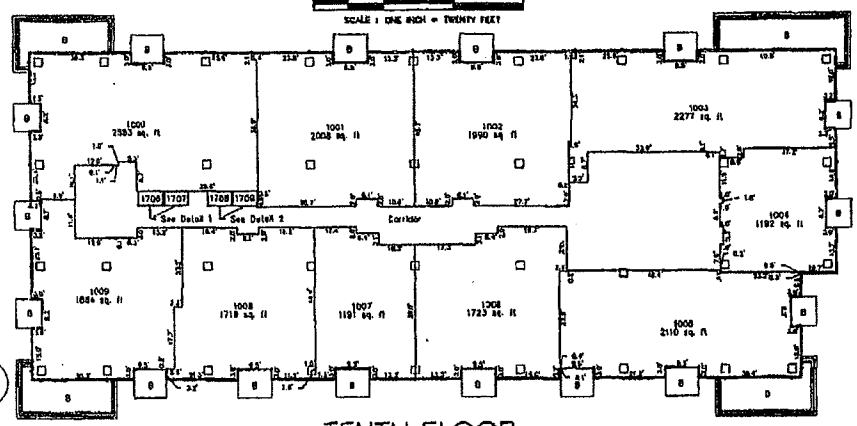
ADDENDUM NO. 1 TO WESTON PLACE CONDOMINIUM, A CONDOMINIUM PLAT

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 10358, AS RECORDED IN VOLUME 61 OF CERTIFIED SURVEY MAPS, ON PAGES 74–78, AS DOCUMENT NUMBER 3472661, DANE COUNTY REGISTRY, ALSO BEING A PART OF THE NORTHEAST QUARTER (¼) OF THE NORTHWEST QUARTER (¼) OF SECTION 20, TOWNSHIP 07 NORTH, RANGE 09 EAST, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, TOGETHER WITH PARKING EASEMENT CREATED IN THE DECLARATION OF PARKING EASEMENT RECORDED AS DOCUMENT NUMBER 3463354, AND CROSS-ACCESS EASEMENTS FOR INGRESS AND EGRESS AND PARKING AS CREATED BY THE EASEMENT RECORDED IN VOLUME 1013 OF RECORDS, PAGE 89, AS DOCUMENT NUMBER 1600054, AS MODIFIED BY THE FIRST AMENDMENT TO EASEMENT RECORDED IN VOLUME 1077 OF RECORDS, PAGE 630, AS DOCUMENT NUMBER 1629831, AND THE SECOND AMENDMENT TO EASEMENT RECORDED IN VOLUME 6102 OF RECORDS, PAGE 53, AS DOCUMENT NUMBER 1851709, AND SHOWN ON CERTIFIED SURVEY MAP NUMBER 10358

SCALE : ONE INCH = TWENTY FEET

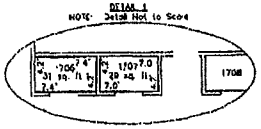
LEGEND
UNIT BOUNDARY
LCE LIMITED COMMON ELEMENT
B BALCONY (LCE)

Office of the Register of Deeds
_____ County, Wisconsin
Received for Record
_____ 20____ at
_____ o'clock ___M on
Document No. _____
in _____
Register of Deeds

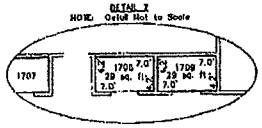


TENTH FLOOR

DETAIL 1
NOTE: Detail Not to Scale



DETAIL 2
NOTE: Detail Not to Scale



NOTES:
1) The purpose of this addendum is to revise the Unit boundary between Units 1003 and 1004.
2) Everything outside of the unit boundaries and limited common elements are common elements.
3) Interior dimensions for floor plans are based upon drawings furnished by the architect to the surveyor.

PREPARED FOR:
COMMUNITY BY DESIGN, INC.
825 N. SEGOE ROAD, SUITE 101
MADISON, WI 53705

PREPARED BY:
Burse
Surveying & engineering Inc.
1400 E. Washington Ave, Suite 158
Madison, WI 53703 608.250.9263
Fax: 608.250.9266
email: burse@chorus.net
www.bursesurveying.com

SURVEYOR'S CERTIFICATE:

I, Frank J. Lapacek, Registered Land Surveyor, No. 2656, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 10358, AS RECORDED IN VOLUME 61 OF CERTIFIED SURVEY MAPS, ON PAGES 74–78, AS DOCUMENT NUMBER 3472661, DANE COUNTY REGISTRY, ALSO BEING A PART OF THE NORTHEAST QUARTER (¼) OF THE NORTHWEST QUARTER (¼) OF SECTION 20, TOWNSHIP 07 NORTH, RANGE 09 EAST, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, TOGETHER WITH PARKING EASEMENT CREATED IN THE DECLARATION OF PARKING EASEMENT RECORDED AS DOCUMENT NUMBER 3463354, AND CROSS-ACCESS EASEMENTS FOR INGRESS AND EGRESS AND PARKING AS CREATED BY THE EASEMENT RECORDED IN VOLUME 1013 OF RECORDS, PAGE 89, AS DOCUMENT NUMBER 1600054, AS MODIFIED BY THE FIRST AMENDMENT TO EASEMENT RECORDED IN VOLUME 1077 OF RECORDS, PAGE 630, AS DOCUMENT NUMBER 1629831, AND THE SECOND AMENDMENT TO EASEMENT RECORDED IN VOLUME 6102 OF RECORDS, PAGE 53, AS DOCUMENT NUMBER 1851709, AND SHOWN ON CERTIFIED SURVEY MAP NUMBER 10358

I further certify that this condominium plat correctly represents the condominium described; that the floor plans are reproduced from plans furnished by the architect; and the location and identification of each unit and the common elements can be determined from the plat.

Signed: Frank J. Lapacek, R.L.S. No. 2656

Dated this 17th day of APRIL, 2007.

WISCONSIN
FRANK J. LAPACEK
S-2656
Reynolds
WI
LAND SURVEYOR

DATE: April 17, 2007
PLOT VIEW: SHT1
\PROJECTS\BS\2656\Condo\FLOOR 10 Amendment\FCR-10-plat-06102007.dwg

SHEET 1 OF 1

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by:

Affidavit of Correction- 9

USERS/AW/8/03/04

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Units 1003 and 1004 of Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

PWF PROPERTIES, LLC

By: _____
Peter W. Frautschi, Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 18 day of April, 2007, the above-named Peter W. Frautschi, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

_____
Name: Teresa J. Simmers
Notary Public, State of Wisconsin
My Commission: 2/27/07

MADISON\180660SMW:SMW 04/15/07

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units 1003 and 1004 of Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

TOWN BANK

By: Dennis J. Haefer
Name: Dennis J. Haefer
Title: Market President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 17 day of April, 2007, the above-named Dennis J. Haefer, who executed the foregoing instrument, and acknowledged the same on behalf of Town Bank.

Katie L. Hoffmann
Name: Katie L. Hoffmann Katie L Hoffmann
Notary Public, State of Wisconsin
My Commission: PUBLIC 2011
STATE OF WISCONSIN
2-27-2011

MADISON\180660SMW:SMW 04/15/07

MORTGAGEE CONSENT

001260

The undersigned, being the holder of a mortgage recorded against Units 1003 and 1004 of Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

U.S. BANK NATIONAL ASSOCIATION,
Trustee of the Trust for the benefit of Peter W. Frautschi under the Mary W. Frautschi Charitable Lead Unitrust dated March 9, 1990

By: [signature]
Name: JAN P. EVERSON
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 17th day of April, 2007, the above-named Jan P. Everson, who executed the foregoing instrument, and acknowledged the same.

[signature]
Name: M. A. LOKRANTZ
Notary Public, State of Wisconsin
My Commission: is permanent.

MADISON\180660SMW:SMW 04/15/07

IN WITNESS WHEREOF, this Second Amendment has been executed by the Association.

WESTON PLACE CONDOMINIUM OWNERS ASSOCIATION, INC.

By: _____
Peter W. Frautschi, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 18 day of April, 2007, the above-named Peter W. Frautschi, the President of Weston Place Condominium Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same of behalf of said corporation.

_____
Name: Brenda J. Jarness
Notary Public, State of Wisconsin
My Commission: 12/27/07

This document was drafted by, and should be returned to:

Shana Feuling Weber
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street
P.O. Box 2018
Madison, WI 53701-2018
(608) 229-2200

MADISON\180660SMW:SMW 04/15/07

UNIT OWNER CONSENT

The undersigned, being the sole owner of Units 1003 and 1004 of Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MADTOWN PROPERTIES, LLC

By: Community by Design, Inc., Manager

By: _____
Peter W. Frautschi, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16 day of April, 2007, the above-named Peter W. Frautschi, to me known to be the President of Community by Design, Inc., the manager of Madtown Properties, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said company.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: 12/7/07

MADISON\180660SMW:SMW 04/15/07

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4619514

12/14/2009 4:05 PM

Trans. Fee:
Exempt #:

Rec. Fee: 83.00
Pages: 37

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WESTON PLACE CONDOMINIUM

Re: Property described on Exhibit A

This instrument is approved for recording as a minor amendment to an existing declaration. The amendment does not propose any changes to the plat and does not substantially alter the declaration.

For 12/14/09
Director of Planning and Community & Economic Development
City of Madison
Date

Return to:
Julie Tjugum-Rasmussen
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A
Parcel Numbers

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WESTON PLACE CONDOMINIUM

This Third Amendment (this "Third Amendment") is made by those owners of units within Weston Place Condominium, located in the City of Madison, Dane County, Wisconsin (the "Condominium), who have executed this Amendment, and who collectively constitute the holders of over 67% of the undivided percentage interests of the common elements of the Condominium and of over 67 % of the votes in Weston Place Condominium Owners Association, Inc., a Wisconsin corporation (the "Association"), and by their respective Mortgagees.

RECITALS:

A. A declaration of condominium creating Weston Place Condominium (the "Condominium") was recorded with the Dane County Register of Deeds on June 16, 2005, as Document No. 4067286.

B. On August 29, 2006, the declarant of the Condominium executed and recorded with the Dane County Register of Deeds, as Document No. 4229623, a first amendment to declaration of condominium.

C. On April 19, 2007, the Association caused to be recorded with the Dane County Register of Deeds, as Document No. 4300685, a second amendment to declaration of condominium.

D. Said declaration, as modified by said amendments, is referred to herein as the "Declaration."

E. All terms capitalized but not defined in this Amendment that are defined in the Declaration shall have the meanings assigned to such terms by the Declaration.

F. The undersigned Unit Owners and Mortgagees desire to amend the Declaration in accordance with this Amendment.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The first sentence of Section 10.01(a) of the Declaration is hereby amended to read, in its entirety (deletions are indicated by strikeouts):

> Each Residential Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the ~~Residential Committee of the~~ Association ~~(as defined in the Bylaws) prior to the commencement of such use.~~

2. Section 10.02(a) of the Declaration is hereby amended to read, in its entirety (deletions are indicated by strikeouts):

> Each Commercial Unit shall be used for office, commercial, service or retail purposes and for no other purpose unless otherwise authorized by ~~the Commercial Committee of~~ the Association ~~(as defined in the Bylaws) prior to the commencement of such use~~.

3. Section 10.02(b) of the Declaration is hereby amended to read, in its entirety (deletions are indicated by strikeouts):

(b) No sign of any kind shall be displayed on or in any Commercial Unit which is visible to the public or any Unit Owner from outside of such Commercial Unit except for those signs which (i) meet all applicable codes of the City of Madison, (ii) are approved in writing, prior to their display or installation, by the ~~Commercial Committee of the~~ Association, and (iii) during any period in which Declarant still owns an interest in any Unit, are approved in writing, prior to their display or installation, by the Declarant.

4. Section 10.12(a) is hereby amended to read, in its entirety (deletions are indicated by strikeouts, and additions are indicated by underlining):

(a) The entries, passages, corridors, halls, elevators, stairways and other Common Elements of the Building shall not be obstructed for any purpose and shall only be used for their intended purposes, and the doors, windows, sash doors and any lights that reflect or admit light into the common hallways or other Common Element areas of the Building shall not be covered, obstructed or altered by any Unit Owner or any tenant, occupant or other use of a Unit. None of the Common Elements or Limited Common Elements shall be littered or defaced in any manner, ~~nor shall any objects (such as welcome mats, shoes, plants or decorations of any kind), other~~ Other than the small religious objects described in Section 5.08, objects such as welcome mats, shoes, plants or decorations shall be allowed ~~placed~~ in the Common Elements only as allowed by the Rules and Regulations. ~~.~~

5. Except as modified hereby, all terms of the Declaration shall remain in full force and effect, and, unless otherwise defined herein, all terms shall have the meaning set forth in such Declaration.

[Signatures Page Follows]

IN WITNESS WHEREOF, this Third Amendment has been executed by the Unit Owners and Mortgagees signing below.

OWNER CONSENT:

MADTOWN PROPERTIES, INC.

By: _____
Peter W. Frautschi, President

Owner of Unit Nos:
100, 200, 201, 204, 207, 208, 210, 211, 300-302, inclusive, 304, 305, 309, 311, 312, 400, 402-405, inclusive, 407, 409-412, inclusive, 501-504, inclusive, 509, 510, 512, 602-604, inclusive, 610, 700, 702, 703, 704, 708-709, inclusive, 712, 800, 801, 803, 808-810, inclusive, 900, 901, 903, 906, 907, 909, 1000-1003, inclusive, 1005-1007, inclusive, 1009, 1100-1103, inclusive, 1105-1108, inclusvie, 1200, 1201, 1800

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 2 day of June, 2009, the above-named Peter W. Frautschi, the President of Madtown Properties, Inc., who executed the foregoing instrument, and acknowledged the same of behalf of said corporation.

_____
Name: Barbara J Janness
Notary Public, State of Wisconsin
My Commission: 1-8-2012

Drafted by:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018
608-229-2200

REINHART\2672297JISHIKAW:JISHIKAW 03/18/09

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Madtown Properties, Inc. identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

TOWN BANK

By: _____
Name: Thomas A. Mulford
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 19 day of May, 2009, the above-named Thomas A. Mulford, who executed the foregoing instrument, and acknowledged the same on behalf of Town Bank.

_____
Name: Melinda K. Baumgartner
Notary Public, State of Wisconsin
My Commission: 7/1/2012

REINHART\2672297JISHIKAW:JISHIKAW 03/18/09

OWNER CONSENT:

Owner(s) of Unit 212:

Signature: _____
Name (printed): Jennifer Larson

Signature: _____
Name (printed): _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 11 day of May, 2009, the above-named Jennifer Larson, who executed the foregoing instrument, and acknowledged the same.

_____
Name: JAMES HOLLMAN
Notary Public, State of Wisconsin
My Commission: expires March 11, 2012

JAMES P. HOLLMAN NOTARY PUBLIC STATE OF WISCONSIN

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Unit 212 Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MORTGAGEE:

M+I BANK

By: Jeffrey D Heinzelman
Name: JEFFREY D HEINZELMAN
Title: OFFICER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF ~~DANE~~ WAUKESHA)

Personally came before me this 28th day of MAY, 2009, the above-named JEFFREY D HEINZELMAN, who executed the foregoing instrument, and acknowledged the same.

John J Felden
Name: JOHN J FELDEN
Notary Public, State of Wisconsin
My Commission: EXPIRES JULY 26, 2009

JOHN J. FELDEN NOTARY PUBLIC STATE OF WISCONSIN

OWNER CONSENT:

Owner(s) of Unit 307 :

Signature: _____
Name (printed): BARRY H RICH

Signature: _____
Name (printed): NANCY E. RICH

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 19th day of MAY, 2009, the above-named BARRY RICH AND NANCY RICH, who executed the foregoing instrument, and acknowledged the same.

_____
Name: BRIAN P. MARTIN
Notary Public, State of Wisconsin
My Commission: 5/2/2010

BRIAN P. MARTIN NOTARY PUBLIC STATE OF WISCONSIN

OWNER CONSENT:

Owner(s) of Unit 310:

Signature: W. H. Metzinger
Name (printed): W. H. Metzinger

Signature: Sue L. Metzinger
Name (printed): Sue L. Metzingee

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~ IL)
) ss.
COUNTY OF ~~DANE~~ Adams)

Personally came before me this 28 day of May, 2009, the above-named William & Sue Metzinger, who executed the foregoing instrument, and acknowledged the same.

Name: Cathy McCleery
Notary Public, State of ~~Wisconsin~~ IL
My Commission: 7-18-09

"OFFICIAL SEAL"
CATHY S. MCCLEERY
Notary Public, State of Illinois
My Commission Expires 07/18/09

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Unit 310, Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MORTGAGEE:

First Bankers Trust

By: [signature]
Name: Hugh K Rodenkirk
Title: VP.

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~ Illinois)
) ss.
COUNTY OF ~~DANE~~ Adams)

Personally came before me this 27 day of May, 2009, the above-named Hugh K Rodenkirk, who executed the foregoing instrument, and acknowledged the same.

Cherie R Hummer
Name: Cherie R. Hummer
Notary Public, State of ~~Wisconsin~~ Illinois
My Commission: 4/19/2012

"OFFICIAL SEAL"
CHERIE R. HUMMER
Notary Public, State of Illinois
My Commission Expires 04/19/12

OWNER CONSENT:

Owner(s) of Unit 406:

Signature: _____
Name (printed): OLIVER GOLDSMITH

Signature: _____
Name (printed): SHARON E. GOLDSMITH

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 26 day of May, 2009, the above-named Oliver and Sharon Goldsmith, who executed the foregoing instrument, and acknowledged the same.

KEVIN KREEGER NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Kevin Kreeger
Notary Public, State of Wisconsin
My Commission: 2-6-11

OWNER CONSENT:

Owner(s) of Unit 500 :

Signature: Karen J Schwarz
Name (printed): KAREN J. SCHWARZ

Signature: Daniel F Schwarz
Name (printed): DANIEL F. SCHWARZ

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 22nd day of May, 2009, the above-named Karen J and Daniel F Schwarz, who executed the foregoing instrument, and acknowledged the same.

NOTARY PUBLIC
JEAN M. AUSTIN
STATE OF WISCONSIN

Jean M Austin
Name: Jean M Austin
Notary Public, State of Wisconsin
My Commission: 4-29-12

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Unit 500, Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MORTGAGEE:

Associated Bank

By: Sandra J Gregg
Name: Sandra J Gregg
Title: Supervisor, Loan Services

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 13th day of May, 2009, the above-named Sandra J Gregg, who executed the foregoing instrument, and acknowledged the same.

Agnes Ciesewski
Name: Agnes Ciesewski
Notary Public, State of Wisconsin
My Commission: 9-25-11

NOTARY PUBLIC
STATE OF WISCONSIN
AGNES CISEWSKI

OWNER CONSENT:

Owner(s) of Unit 607 :

Signature: Judith A. Dereszynski

Name (printed): Judith A. Dereszynski, Trustee

Signature: Michael R. Dereszynski

Name (printed): Michael R. Dereszynski, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 27th day of May, 2009, the above-named Judith A. and Michael R Dereszynski, who executed the foregoing instrument, and acknowledged the same.

Pamela Dolezal

Name: PAMELA DOLEZAL

Notary Public, State of Wisconsin

My Commission: Oct 14 2012

STATE OF WISCONSIN PAMELA DOLEZAL NOTARY PUBLIC

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Unit 607, Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MORTGAGEE:

University of Wisconsin Credit Union

By: _____
Name: Julio Rios
Title: Director of Mortgage Lending

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 29th day of May, 2009, the above-named Julio Rios, who executed the foregoing instrument, and acknowledged the same.

_____
Name: Susan Spangler
Notary Public, State of Wisconsin
My Commission: 08-30-09

OWNER CONSENT:

Owner(s) of Unit 707:

Signature: Walter G. Goodman
Name (printed): Walter G. Goodman

Signature: Hedda Goodman
Name (printed): Hedda Goodman

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 25 day of April, 2009, the above-named Walter G Goodman and Hedda Goodman, who executed the foregoing instrument, and acknowledged the same.

Nancy Luellen
Name: Nancy Luellen
Notary Public, State of Wisconsin
My Commission: expires 2-7-2010

NANCY LUELLEN NOTARY PUBLIC STATE OF WISCONSIN

OWNER CONSENT:

Owner(s) of Unit 711:

Signature: D. R. McMillan, Jr.
Name (printed): Daniel R. McMillan, Jr.

Signature: Evelyn R. McMillan
Name (printed): Evelyn R. McMillan

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 6th day of MAY, 2009, the above-named DANIEL McMILLAN AND EVELYN McMILLAN, who executed the foregoing instrument, and acknowledged the same.

BRIAN P. MARTIN
NOTARY PUBLIC
STATE OF WISCONSIN

Name: BRIAN P. MARTIN
Notary Public, State of Wisconsin
My Commission: 5/2/2010

OWNER CONSENT:

Owner(s) of Unit 804:

Signature: _____
Name (printed): Steven G. Kihm

Signature: _____
Name (printed): _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 28th day of April, 2009, the above-named Steven G. Kihm, who executed the foregoing instrument, and acknowledged the same.

_____
Name: Karen Wedvick
Notary Public, State of Wisconsin
My Commission: 2/12/12

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Unit 804, Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MORTGAGEE:

Karen Wedvick

By: Karen Wedvick - Johnson Bank
Name: Karen Wedvick
Title: Senior Mortgage Loan officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 28th day of April, 2009, the above-named Karen Wedvick, who executed the foregoing instrument, and acknowledged the same.

Amy Hottman
Name: Amy Hottman
Notary Public, State of Wisconsin
My Commission: 1/29/2012

AMY HOTTMAN NOTARY PUBLIC STATE OF WISCONSIN

OWNER CONSENT:

Owner(s) of Unit 812:

Signature: Grace M. Frudden
Name (printed): GRACE M. FRUDDEN

Signature: Bruce O. Frudden
Name (printed): Bruce O. Frudden

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 30th day of April, 2009, the above-named Grace & Bruce Frudden, who executed the foregoing instrument, and acknowledged the same.

NOTARY PUBLIC
JILL FELDT
STATE OF WISCONSIN

Jill Feldt
Name: Jill Feldt
Notary Public, State of Wisconsin
My Commission: 7-31-11

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Unit 812, Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MORTGAGEE:
ANCHOR BANK, F.S.B.

By: William Ganshert
Name: WILLIAM GANSHERT
Title: V.P. - LENDING

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 26 day of May, 2009, the above-named William Ganshert, who executed the foregoing instrument, and acknowledged the same.

Name: Kevin Krueger
Notary Public, State of Wisconsin
My Commission: 2-6-11

OWNER CONSENT:

Owner(s) of Unit 902 :

Signature: Beverly Balakhovsky
Name (printed): Beverly Balakhovsky

Signature: Robert Cadigan
Name (printed): ROBERT CADIGAN

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 6 day of May, 2009, the above-named Beverly Balakhovsky, who executed the foregoing instrument, and acknowledged the same.

NICOLE L. KANE NOTARY PUBLIC STATE OF WISCONSIN

Nicole L. Kane
Name: Nicole L Kane
Notary Public, State of Wisconsin
My Commission: 12/23/2012

#902

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against Unit 902, Weston Place Condominium, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

MORTGAGEE:

Summit Credit Union

By: Dana Dey
Name: Dana Dey
Title: Mortgage Servicing Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 6 day of May, 2009, the above-named Dana Dey, who executed the foregoing instrument, and acknowledged the same.

Nicole L. Kane
Name: Nicole L. Kane
Notary Public, State of Wisconsin
My Commission: 12/23/2012

NICOLE L. KANE
NOTARY
PUBLIC
STATE OF WISCONSIN

OWNER CONSENT:

Owner(~~X~~) of Unit 1008 :

Signature: David E. Cloninger
Name (printed): David E. Cloninger

Signature: N/A
Name (printed): _____

ACKNOWLEDGMENT

STATE OF ~~WISCONSIN~~ NEW JERSEY)
) ss.
COUNTY OF ~~DANE~~ SOMERSET)

Personally came before me this 23rd day of APRIL, 2009, the above-named DAVID E. CLONINGER, who executed the foregoing instrument, and acknowledged the same.

Pauline Parker
Name: PAULINE PARKER
Notary Public, State of ~~Wisconsin~~ NEW JERSEY.
My Commission: PAULINE PARKER
Notary Public, State of New Jersey
My Commission Expires on 2/5/2012

EXHIBIT A

Legal description and unit numbers for
all units within Weston Place Condominium

Units 100, 200-212, inclusive, 300-312, inclusive, 400-412, inclusive, 500-512 inclusive, 600-612, inclusive, 700-712, inclusive, 800-812, inclusive, 900-909, inclusive, 1000-1009, inclusive, 1100-1108, inclusive, 1200, 1201, 1300 through 1566, inclusive, 1601 through 1712, inclusive, and 1800, Weston Place Condominium, in the City of Madison, Dane County, Wisconsin.

Parcel Number	Unit
070920216011	100
070920216029	200
070920216037	201
070920216045	202
070920216053	203
070920216061	204
070920216079	205
070920216087	206
070920216095	207
070920216102	208
070920216110	209
070920216128	210
070920216136	211
070920216144	212
070920216152	300
070920216160	301
070920216178	302
070920216186	303
070920216194	304
070920216201	305
070920216219	306
070920216227	307
070920216235	308
070920216243	309
070920216251	310
070920216269	311

Parcel Number	Unit
070920216277	312
070920216285	400
070920216293	401
070920216300	402
070920216318	403
070920216326	404
070920216334	405
070920216342	406
070920216350	407
070920216368	408
070920216376	409
070920216384	410
070920216392	411
070920216409	412
070920216417	500
070920216425	501
070920216433	502
070920216441	503
070920216459	504
070920216467	505
070920216475	506
070920216483	507
070920216491	508
070920216508	509
070920216516	510
070920216524	511
070920216532	512
070920216540	600
070920216558	601
070920216566	602
070920216574	603
070920216582	604
070920216590	605
070920216607	606
070920216615	607
070920216623	608
070920216631	609
070920216649	610
070920216657	611
070920216665	612

Parcel Number	Unit
070920216673	700
070920216681	701
070920216699	702
070920216706	703
070920216714	704
070920216722	705
070920216730	706
070920216748	707
070920216756	708
070920216764	709
070920216772	710
070920216780	711
070920216798	712
070920216805	800
070920216813	801
070920216821	802
070920216839	803
070920216847	804
070920216855	805
070920216863	806
070920216871	807
070920216889	808
070920216897	809
070920216904	810
070920216912	811
070920216920	812
070920216938	900
070920216946	901
070920216954	902
070920216962	903
070920216970	904
070920216988	905
070920216996	906
070920217019	907
070920217027	908
070920217035	909
070920217043	1000
070920217051	1001
070920217069	1002
070920217077	1003

Parcel Number	Unit
070920217085	1004
070920217093	1005
070920217100	1006
070920217118	1007
070920217126	1008
070920217134	1009
070920217142	1100
070920217150	1101
070920217168	1102
070920217176	1103
070920217184	1104
070920217192	1105
070920217209	1106
070920217217	1107
070920217225	1108
070920217233	1200
070920217241	1300
070920217259	1301
070920217267	1302
070920217275	1303
070920217283	1304
070920217291	1305
070920217308	1306
070920217316	1307
070920217324	1308
070920217332	1309
070920217340	1310
070920217358	1311
070920217366	1312
070920217374	1313
070920217382	1314
070920217390	1315
070920217407	1316
070920217415	1317
070920217423	1318
070920217431	1319
070920217449	1320
070920217457	1321
070920217465	1322
070920217473	1323

Parcel Number	Unit
070920217481	1324
070920217499	1325
070920217506	1326
070920217514	1327
070920217522	1328
070920217530	1329
070920217548	1330
070920217556	1331
070920217564	1332
070920217572	1333
070920217580	1334
070920217598	1335
070920217605	1336
070920217613	1337
070920217621	1338
070920217639	1339
070920217647	1340
070920217655	1341
070920217663	1342
070920217671	1343
070920217689	1344
070920217697	1345
070920217704	1346
070920217712	1347
070920217720	1348
070920217738	1349
070920217746	1350
070920217754	1351
070920217762	1352
070920217770	1353
070920217788	1354
070920217796	1355
070920217803	1356
070920217811	1357
070920217829	1358
070920217837	1359
070920217845	1360
070920217853	1361
070920217861	1362
070920217879	1363

Parcel Number	Unit
070920217887	1364
070920217895	1365
070920217902	1366
070920217910	1367
070920217928	1368
070920217936	1369
070920217944	1370
070920217952	1371
070920217960	1372
070920217978	1373
070920217986	1374
070920217994	1375
070920218017	1376
070920218025	1377
070920218033	1378
070920218041	1379
070920218059	1380
070920218067	1381
070920218075	1382
070920218083	1383
070920218091	1384
070920218108	1385
070920218116	1386
070920218124	1387
070920218132	1388
070920218140	1389
070920218158	1390
070920218166	1391
070920218174	1392
070920218182	1393
070920218190	1394
070920218207	1395
070920218215	1396
070920218223	1397
070920218231	1398
070920218249	1399
070920218257	1400
070920218265	1401
070920218273	1402
070920218281	1403

Parcel Number	Unit
070920218299	1404
070920218306	1405
070920218314	1406
070920218322	1407
070920218330	1408
070920218348	1409
070920218356	1410
070920218364	1411
070920218372	1412
070920218380	1413
070920218398	1414
070920218405	1415
070920218413	1416
070920218421	1417
070920218439	1418
070920218447	1419
070920218455	1420
070920218463	1421
070920218471	1422
070920218489	1423
070920218497	1424
070920218504	1425
070920218512	1426
070920218520	1427
070920218538	1428
070920218546	1429
070920218554	1430
070920218562	1431
070920218570	1432
070920218588	1433
070920218596	1434
070920218603	1435
070920218611	1436
070920218629	1437
070920218637	1438
070920218645	1439
070920218653	1440
070920218661	1441
070920218679	1442
070920218687	1443

Parcel Number	Unit
070920218695	1444
070920218702	1445
070920218710	1446
070920218728	1447
070920218736	1448
070920218744	1449
070920218752	1450
070920218760	1451
070920218778	1452
070920218786	1453
070920218794	1454
070920218801	1455
070920218819	1456
070920218827	1457
070920218835	1458
070920218843	1459
070920218851	1460
070920218869	1461
070920218877	1462
070920218885	1463
070920218893	1464
070920218900	1465
070920218918	1466
070920218926	1467
070920218934	1468
070920218942	1469
070920218950	1470
070920218968	1471
070920218976	1472
070920218984	1473
070920218992	1474
070920219015	1475
070920219023	1476
070920219031	1477
070920219049	1478
070920219057	1479
070920219065	1480
070920219073	1481
070920219081	1482
070920219099	1483

Parcel Number	Unit
070920219106	1484
070920219114	1485
070920219122	1486
070920219130	1487
070920219148	1488
070920219156	1489
070920219164	1490
070920219172	1491
070920219180	1492
070920219198	1493
070920219205	1494
070920219213	1495
070920219221	1496
070920219239	1497
070920219247	1498
070920219255	1499
070920219263	1500
070920219271	1501
070920219289	1502
070920219297	1503
070920219304	1504
070920219312	1505
070920219320	1506
070920219338	1507
070920219346	1508
070920219354	1509
070920219362	1510
070920219370	1511
070920219388	1512
070920219396	1513
070920219403	1514
070920219411	1515
070920219429	1516
070920219437	1517
070920219445	1518
070920219453	1519
070920219461	1520
070920219479	1521
070920219487	1522
070920219495	1523

Parcel Number	Unit
070920219502	1524
070920219510	1525
070920219528	1526
070920219536	1527
070920219544	1528
070920219552	1529
070920219560	1530
070920219578	1531
070920219586	1532
070920219594	1533
070920219601	1534
070920219619	1535
070920219627	1536
070920219635	1537
070920219643	1538
070920219651	1539
070920219669	1540
070920219677	1541
070920219685	1542
070920219693	1543
070920219700	1544
070920219718	1545
070920219726	1546
070920219734	1547
070920219742	1548
070920219750	1549
070920219768	1550
070920219776	1551
070920219784	1552
070920219792	1553
070920219809	1554
070920219817	1555
070920219825	1556
070920219833	1557
070920219841	1558
070920219859	1559
070920219867	1560
070920219875	1561
070920219883	1562
070920219891	1563

Parcel Number	Unit
070920219908	1564
070920219916	1565
070920219924	1566
070920220012	1601
070920220020	1602
070920220038	1603
070920220046	1604
070920220054	1605
070920220062	1606
070920220070	1607
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070920220096	1609
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070920220129	1612
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070920220343	1634
070920220351	1635
070920220369	1636
070920220377	1637

Parcel Number	Unit
070920220385	1638
070920220393	1639
070920220400	1640
070920220418	1641
070920220426	1642
070920220434	1643
070920220442	1644
070920220450	1645
070920220468	1646
070920220476	1647
070920220484	1648
070920220492	1649
070920220509	1650
070920220517	1651
070920220525	1652
070920220533	1653
070920220541	1654
070920220559	1655
070920220567	1656
070920220575	1657
070920220583	1658
070920220591	1659
070920220608	1660
070920220616	1661
070920220624	1662
070920220632	1663
070920220640	1664
070920220658	1665
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070920220690	1669
070920220707	1670
070920220715	1671
070920220723	1672
070920220731	1673
070920220749	1674
070920220757	1675
070920220765	1676
070920220773	1677

Parcel Number	Unit
070920220781	1678
070920220799	1679
070920220806	1680
070920220814	1681
070920220822	1682
070920220830	1683
070920220848	1684
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070920220864	1686
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070920220971	1697
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070920221127	1710
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070920221143	1712
0709-202-0202-8	1201
0709-202-0202-8	1800

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8768415
Tx:8603027

Document Number

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WESTON PLACE CONDOMINIUM

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5101268
09/30/2014 12:16 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 64

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

FOR
Director of Planning and Community Development, City of Madison

30 SEP 2014
Date

Drafted by and after recording return to:
Attorney Douglas S. Buck
Foley & Lardner LLP
P.O. Box 1497
Madison, WI 53701-1497

See Exhibit 1

Parcel Identification Number(s)

This Fifth Amendment (the "**Fifth Amendment**") is made by those owners of units within Weston Place Condominium, located in the City of Madison, Dane County, Wisconsin (the "**Condominium**"), who have executed this Fifth Amendment, and who collectively constitute the holders of over sixty-seven percent (67%) of the undivided percentage interests of the common elements of the Condominium and over sixty-seven percent (67%) of the votes in Weston Place Condominium Owners Association, Inc., a Wisconsin corporation (the "**Association**"), and by their respective Mortgagees.

RECITALS:

A. A declaration of condominium creating Weston Place Condominium (the "**Condominium**") was recorded with the Dane County Register of Deeds on June 16, 2005, as Document No. 4067286.

B. On August 29, 2006, the declarant of the Condominium executed and recorded with the Dane County Register of Deeds, as Document No. 4229623, a first amendment to declaration of condominium;

C. On April 19, 2007, the Association caused to be recorded with the Dane County Register of Deeds, as Document No. 4300685, a second amendment to declaration of condominium;

D. On December 14, 2009, the Association caused to be recorded with the Dane County Register of Deeds, as Document No. 4619514, a third amendment to declaration of condominium;

E. On December 22, 2009, the Association caused to be recorded with the Dane County Register of Deeds, as Document No. 4621568, a fourth amendment to declaration of condominium;

F. Said declaration, as modified by said amendments, is referred to herein as the "**Declaration.**"

G. All terms capitalized but not defined in this Fifth Amendment that are defined in the Declaration shall have the meanings assigned to such terms by the Declaration.

H. The undersigned Unit Owners and Mortgagees desire to amend the Declaration in accordance with this Fifth Amendment.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Limited Common Elements. Certain Common Elements on the 12th floor of the Building are hereby converted to Limited Common Elements appurtenant to and for the use and enjoyment of Unit 1200 as shown on the attached Exhibit 2. In exchange for the Association's agreement to convert such Common Elements to Limited Common Elements appurtenant to Unit 1200, the Unit Owner of Unit 1200 hereby agrees to pay the Association Thirty Thousand and No/100 US Dollars ($30,000.00).

2. Elevator.

   a. The Unit Owner of Unit 1200 shall, at its sole costs and expense, modify the elevators in the Building such that Unit Owner of Unit 1200 shall, except as otherwise provided below, have the exclusive use of elevator Car A (as shown on the attached Exhibit 3) on the 12th floor (the "**Modifications**").

   b. As part of the Modifications, an elevator keyswitch will be added to Car A, floor P4, floor P1 and the 12th floor to provide for the Unit Owner of Unit 1200's exclusive use of Car A on the 12th floor. Furthermore, an additional call button for the 12th floor will be added to floors P4 through the 11th floor, which will only call for Car B.

   c. Notwithstanding the foregoing, the Unit Owner of Unit 1200 shall provide the Association with a manual key in order to allow the Association and other Unit owners with:

      (1) temporary access to Car A on the 12th floor and the associated Limited Common Elements in the case of an emergency;

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(2) temporary access to Car A on the 12th floor and the associated Limited Common Elements during any period of time while Car B or Car C becomes or is inoperable; provided that the Association first gives the Unit Owner of Unit 1200 reasonable advanced notice pursuant to reasonable rules and procedures established by the Board and Unit Owner of Unit 1200; and

(3) temporary access to Car A on the 12th floor and the associated Limited Common Elements during previously scheduled special events, subject to at least seven (7) day advance notice and approval by the Unit Owner of Unit 1200.

d. The Unit Owner of Unit 1200 shall provide janitorial and maintenance and repairs for the interior of the limited common space as shown on Exhibit 2.

3. Jacuzzi. The Association's Board has approved the installation of a Jacuzzi on the Building's roof in the location of the new Limited Common Element created as part of this Fifth Amendment. In connection with the Jacuzzi, the Unit Owner of Unit 1200 covenants and agrees to:

a. Be solely responsible for all costs and expenses associated with the Jacuzzi's removal or relocation if reasonably required by the Association in order to repair leaks originating below the Jacuzzi or to maintain the roof or other Common Elements below the Jacuzzi;

b. Be solely responsible for and pay all reasonable costs and expenses associated with the Jacuzzi, including but not limited to any reasonable costs and expenses made necessary for future repairs and maintenance of the Common Elements, Limited Common Elements or to other Units within the Building for damage caused by the Jacuzzi;

c. Be solely responsible for and pay all costs and expenses associated with the Jacuzzi's removal or relocation if reasonably required by the Association in order to repair or maintain the roof or other Common Elements below the Jacuzzi;

d. Pay for any additional utility costs, such as gas, water or electricity incurred by the Association as a result of the Jacuzzi; and

e. Pay any reasonable costs or expenses incurred by the Association for improvements to the Common Elements of the Building which may be reasonably necessary to reduce any disruptive sounds or vibrations caused by the Jacuzzi to levels that are reasonable and customary for projects or similar quality.

The Unit Owner of Unit 1200 shall cause the Association to be named as an additional insured under the term of its liability insurance policy with coverage of no less than One Million and no/100 U.S. Dollars ($1,000,000.00)

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4. Miscellaneous.

a. Governing Law. The internal laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Fifth Amendment.

b. Severability. The invalidity or unenforceability of any particular provision of this Fifth Amendment shall be construed in all respects as if such invalid or unenforceable provisions were omitted or, if possible, modified in such a manner as most closely reflects the intent of the parties while at the same time making such provision valid and enforceable.

c. Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and said counterparts shall, taken together, constitute but one and the same instrument. The fact that this Fifth Amendment may have been executed at different times by different parties shall not affect its validity.

d. Binding Effect. This Fifth Amendment shall be binding upon and inure to the benefit of the parties, their heirs, successors, permitted assigns and legal representatives.

e. Voting Percentage. The voting percentages listed on the following signature pages are for informational purposes only and are not intended to change or modify the percentage interests associated with each unit as set forth in the Declaration.

f. Condominium Plat. Simultaneous with the recording of this Fifth Amendment, an amendment to the Condominium Plat No. 2 is being recorded with the Dane County Recorder's Office.

[Signature Pages Follow]

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IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 100 within Weston Place Condominium representing 10.3963% of the voting power as of this 11th day of SEPT, 2014.

100 WESTON, LLC, a Wisconsin limited liability company

By: _____
Name: PETER W. FRANTSCH
Title: OWNER

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014, by PETER W. FRANTSCH, as the OWNER of 100 Weston, LLC, a Wisconsin limited liability company.

Given under my hand and official seal this 11 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

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MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by 100 Weston, LLC identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

MONONA STATE BANK

By: _____
Name: Michael Flynn
Title: Vice President

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

Personally came before me this 23 day of September, 2014, the above-named Michael Flynn, who executed the foregoing instrument, and acknowledged the same on behalf of Monona State Bank.

OPHELIA N BAILLY NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Ophelia N Bailly
Notary Public, State of Wisconsin
My Commission: 1/11/15

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IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit nos. 200, 201, 207, 208, 210, 211, 300, 301, 302, 304, 305, 309, 311, 312, 400, 402, 403, 404, 405, 407, 409, 410, 412, 501, 502, 503, 504, 509, 510, 603, 610, 700, 702, 704, 708, 709, 801, 808, 810, 901, 903, 906, 1002, 1006, 1007, 1101, 1103, 1105, 1106, 1107, and 1200 within Weston Place Condominium representing 37.3920% of the voting power as of this 11th day of SEPT, 2014.

MADTOWN PROPERTIES, INC., a Wisconsin corporation

By: _____
Peter W. Frautschi, President

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014, by Peter W. Frautschi, as the President of Madtown Properties, Inc., a Wisconsin corporation.

Given under my hand and official seal this 11 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Madtown Properties, Inc. hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

PWF Properties, LLC

By: _____
Name: PETER W. FRANTSCH
Title: ~~Trustee~~ OWNER

STATE OF WISCONSIN)

) SS.

COUNTY OF DANE)

Personally came before me this 11 day of SEPTEMBER, 2014, the above-named PETER W. FRANTSCH, who executed the foregoing instrument, and acknowledged the same on behalf of PWF PROPERTIES LLC.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Madtown Properties, Inc. hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

US Bank N.A & Peter W. Frautschi under the Mary W. Frautschi Lead Unitrust Dated /9/1990

By: Peter W Frautschi
Name: PETER W. FRAUTSCHI
Title: Trustee

By: _____
Name: _____
Title: Trustee

STATE OF WISCONSIN)

) SS.

COUNTY OF DANE)

Personally came before me this 11 day of SEPTEMBER, 2014, the above-named PETER W. FRAUTSCHI, who executed the foregoing instrument, and acknowledged the same on behalf of THE ABOVE-NAMED TRUST.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Rick L. Abeggl
Name: RICK L. ABEGGLEN

Notary Public, State of Wisconsin

My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Madtown Properties, Inc. hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

US Bank N.A & Peter W. Frautschi under the Mary W. Frautschi Lead Unitrust Dated /9/1990

By: Darrell W. Behnke
Name: Darrell W. Behnke
Title: Trustee / Senior Vice Pres. Lpt

STATE OF WISCONSIN)

) SS.

COUNTY OF Dane)

Personally came before me this 24th day of September, 2014, the above-named Darrell W. Behnke, who executed the foregoing instrument, and acknowledged the same on behalf of US Bank NA as Trustee.

NOTARY PUBLIC
THOMAS S. VERCAUTEREN
STATE OF WISCONSIN

Thomas S. Vercauteren
Name: Thomas S. Vercauteren
Notary Public, State of Wisconsin
My Commission: is permanent

4845-3000-6046.1

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 206 within Weston Place Condominium representing 0.6708% of the voting power as of this 23rd day of September, 2014.

Linda S. Leighton

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on September 23, 2014 by Linda S. Leighton.

Given under my hand and official seal this 23 day of Sept, 2014.

Name: Steve Folmer
Notary Public, State of Wisconsin
My Commission: Exp 05/29/17

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IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 310 within Weston Place Condominium representing 0.5796% of the voting power as of this 16 day of September, 2014.

William H. Metzinger

Sue L. Metzinger

ILLINOIS
STATE OF ~~WISCONSIN~~)
) SS.
COUNTY OF Brown)

This instrument was acknowledged before me on September 16, 2014 by William H. Metzinger.

Given under my hand and official seal this 16 day of Sept, 2014.

"OFFICIAL SEAL"
LORA MERLE SMITH HILL
Notary Public, State of Illinois
My Commission Expires 05/03/15

Lora Merle Smith Hill
Name: Lora Merle Smith Hill
Notary Public, State of ~~Wisconsin~~ ILLINOIS
My Commission: 748966

ILLINOIS
STATE OF ~~WISCONSIN~~)
) SS.
COUNTY OF Brown)

This instrument was acknowledged before me on September 16, 2014 by Sue L. Metzinger.

Given under my hand and official seal this 16 day of Sept, 2014.

"OFFICIAL SEAL"
LORA MERLE SMITH HILL
Notary Public, State of Illinois
My Commission Expires 05/03/15

Lora Merle Smith Hill
Name: Lora Merle Smith Hill
Notary Public, State of Wisconsin
My Commission: 748966

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Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by William H. Metzinger and Sue L. Metzinger identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

FIRST BANKERS TRUST COMPANY NA

By: Patricia Jo Westerman
Name: First Bankers Trust
Title: VP

STATE OF Illinois)
) SS.
COUNTY OF Adams)

Personally came before me this 18 day of September, 2014, the above-named Patricia Jo Westerman, who executed the foregoing instrument, and acknowledged the same on behalf of First Bankers Trust Company NA.

Eugenia R Bailie
Name: Eugenia R Bailie
Notary Public, State of Illinois
My Commission: expires 4/3/16

"OFFICIAL SEAL"
EUGENIA R. BAILIE
Notary Public, State of Illinois
My Commission Expires 04/03/16

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 411 within Weston Place Condominium representing 0.6936% of the voting power as of this 18 day of SEPTEMBER, 2014.

LIVING TRUST OF RICHARD EDWIN LOVELL AND CYNTHIA MILLER LOVELL DATED MARCH 15, 1994, AS AMENDED AND RESTATED

By: Richard E. Lovell
Printed Name: RICHARD E. LOVELL
Title: TRUSTEE

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18, 2014, by RICHARD E. LOVELL, as the TRUSTEE of the Living Trust of Richard Edwin Lovell and Cynthia Miller Lovell dated March 15, 1994, as amended and restated.

Given under my hand and official seal this 18 day of SEPT, 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

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IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 511 within Weston Place Condominium representing 0.6936% of the voting power as of this 18 day of September, 2014.

Megan L. Hornung

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Megan L. Hornung.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

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Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Megan L. Hornung identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

HORNUNG, LLC

By: Diane Hornung
Name: Diane Hornung
Title: Member

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 18 day of Sept., 2014, the above-named Diane Hornung, who executed the foregoing instrument, and acknowledged the same on behalf of Hornung, LLC.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: Rick L. Abeggle
Notary Public, State of Wisconsin
My Commission: is perm

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 512 within Weston Place Condominium representing 0.8413% of the voting power as of this 18th day of SEPTEMBER, 2014.

FRINK LIVING TRUST DATED OCTOBER 16, 2000

By: Clayton Frink
Printed Name: CLAYTON FRINK
Title: Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014, by CLAYTON FRINK, as the TRUSTEE of the Frink Living Trust Dated October 16, 2000.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

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3290085437

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MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by the Frink Living Trust dated October 16, 2000 identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

JOHNSON BANK

By: Jill Rowe on behalf of Johnson Bank
Name: Jill Rowe
Title: AVP Mortgage Servicing Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF Racine)

Personally came before me this 12th day of September, 2014, the above-named Jill Rowe, who executed the foregoing instrument, and acknowledged the same on behalf of Johnson Bank.

Name: Melissa M. Demant
Notary Public, State of Wisconsin
My Commission: January 30th 2018

MELISSA M. DEMANT NOTARY PUBLIC STATE OF WISCONSIN

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 600 within Weston Place Condominium representing 0.9130% of the voting power as of this ____ day of _____, 2014.

_____
Rochelle L. Abramson

_____
Elliott M. Abramson

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014 by Rochelle L. Abramson.

Given under my hand and official seal this ____ day of _____, 2014.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014 by Elliot M. Abramson.

Given under my hand and official seal this ____ day of _____, 2014.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

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IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 600 within Weston Place Condominium representing 0.9130% of the voting power as of this 16 day of SEPTEMBER, 2014.

Rochelle L. Abramson

Elliott M. Abramson

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on SEPTEMBER 16, 2014 by Rochelle L. Abramson.

Given under my hand and official seal this 16 day of SEPTEMBER 2014.

Amy E Juhl
Notary Public, State of Wisconsin

Name: AMY E JUHL
Notary Public, State of Wisconsin
My Commission: EXP 6/4/2018
#204273

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on SEPTEMBER 16, 2014 by Elliot M. Abramson.

Given under my hand and official seal this 16 day of SEPTEMBER 2014.

Amy E Juhl
Notary Public, State of Wisconsin

Name: AMY E. JUHL
Notary Public, State of Wisconsin
My Commission: EXP 6/4/2018
#204273

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IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 602 within Weston Place Condominium representing 0.6460% of the voting power as of this 18th day of September, 2014.

JOEL R. LEVIN AND MARY E. LEVIN REVOCABLE LIVING TRUST

By: Joel R. Levin
Printed Name: Joel R. Levin
Title: Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014, by JOEL R. LEVIN, as the TRUSTEE of the Joel R. Levin and Mary E. Levin Revocable Living Trust.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

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IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 604 within Weston Place Condominium representing 0.6498% of the voting power as of this 11th day of September, 2014.

Linda J. Sullivan

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014 by Linda J. Sullivan.

Given under my hand and official seal this 11 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

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329010 1980

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Linda J. Sullivan identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

JOHNSON BANK

By: Jill Rowe on behalf of Johnson Bank
Name: Jill Rowe
Title: AVP Mortgage Servicing Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF Racine)

Personally came before me this 12th day of September, 2014, the above-named Jill Rowe, who executed the foregoing instrument, and acknowledged the same on behalf of Johnson Bank.

Name: Melissa M. Demant
Notary Public, State of Wisconsin
My Commission: January 30th 2018

MELISSA M. DEMANT NOTARY PUBLIC STATE OF WISCONSIN

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 604 within Weston Place Condominium representing .6498% of the voting power as of this ____ day of _____, 2014.

_____
Linda J. Sullivan

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014 by Linda J. Sullivan.

Given under my hand and official seal this ____ day of _____, 2014.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfe

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 607 within Weston Place Condominium representing 0.8225% of the voting power as of this 11 day of SEPTEMBER, 2014.

MICHAEL AND JUDITH DERESZYNSKI REVOCABLE TRUST UAD 1/22/08

By: Michael R. Dereszynski - TRUSTEE
Printed Name: MICHAEL R. DERESZYNSKI
Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014, by MICHAEL R. DERESZYNSKI, as the TRUSTEE of the Michael and Judith Dereszynski Revocable Trust UAD 1/22/08.

Given under my hand and official seal this 11 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 607 within Weston Place Condominium representing 0.8225% of the voting power as of this 11 day of SEPTEMBER, 2014.

MICHAEL AND JUDITH DERESZYNSKI REVOCABLE TRUST UAD 1/22/08

Judith A. Dereszynski, Trustee

By: Michael L. Dereszynski TRUSTEE

Printed Name: Judith A. Dereszynski, Michael D

Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014, by JUDITH A. DERESZYNSKI, as the TRUSTEE of the Michael and Judith Dereszynski Revocable Trust UAD 1/22/08.

Given under my hand and official seal this 11 day of SEPTEMBER, 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 608 within Weston Place Condominium representing 0.6108% of the voting power as of this 11 day of September, 2014.

Paul E. Pingrey

Karen B Atz

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014 by Paul E. Pingrey.

Given under my hand and official seal this 11 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014 by Karen B. Atz.

Given under my hand and official seal this 11 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 611 within Weston Place Condominium representing 0.6936% of the voting power as of this 11 day of September, 2014.

THE ALLAN K. W. AND ROSEMARY WONG REVOCABLE LIVING TRUST DATED JULY 5, 2006

By: _____
Printed Name: ALLAN K WONG
Title: Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on September 11, 2014, by Allan K. Wong, as the Trustee of the The Allan K. W. and Rosemary Wong Revocable Living Trust dated July 5, 2006.

Given under my hand and official seal this 11th day of September, 2014.

_____
Name: Jeffrey P Effenmund
Notary Public, State of Wisconsin
My Commission: on 6-19-2016

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 703 within Weston Place Condominium representing .06460% of the voting power as of this 11 day of SEPT., 2014.

FRANCOISE V. BRESS REVOCABLE TRUST

By: _____
Printed Name: ALLYN V. BRESS
Title: TRUSTEE

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 SEPTEMBER, 2014, by ALLYN V. BRESS, as the TRUSTEE of the Francoise V. Bress Revocable Trust.

Given under my hand and official seal this 11 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 705 within Weston Place Condominium representing 0.8099% of the voting power as of this 18 day of SEPT, 2014.

JOSEPH F. MNUK AND JULIE RISPAUD-MNUK REVOCABLE TRUST DATED JULY 16, 2001

By: Joseph F Mnuk
Printed Name: Joseph Mnuk
Title: trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014, by JOSEPH MNUK, as the TRUSTEE of the Joseph F. Mnuk and Julie Rispaud-Mnuk Revocable Trust dated July 16, 2001.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 712 within Weston Place Condominium representing 0.8413% of the voting power as of this 18 day of September, 2014.

Robert G. Machotka

Debra A. Machotka

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on 18 SEPT., 2014 by Robert G. Machotka.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Debra A. Machotka.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 800 within Weston Place Condominium representing 0.9130% of the voting power as of this 10 day of September, 2014.

John D. Guletz

MARC D WARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134056488
MY COMMISSION EXPIRES 10/21/2017

Jane Ann Guletz

STATE OF ~~WISCONSIN~~ Colorado)
) SS.
COUNTY OF Summit)

This instrument was acknowledged before me on September 10, 2014 by John D. Guletz.

Given under my hand and official seal this 10 day of September, 2014.

Name: Marc Ward
Notary Public, State of ~~Wisconsin~~ Colorado
My Commission: 10/21/2017

STATE OF ~~WISCONSIN~~ Colorado)
) SS.
COUNTY OF Summit)

This instrument was acknowledged before me on September 10, 2014 by Jane Ann Guletz.

Given under my hand and official seal this 10 day of September, 2014.

MARC D WARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134056488
MY COMMISSION EXPIRES 10/21/2017

Name: Marc Ward
Notary Public, State of ~~Wisconsin~~ Colorado
My Commission: 10/21/2017

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 807 within Weston Place Condominium representing 0.8225% of the voting power as of this 19 day of September, 2014.

Mark E. Miehe

Krisann K. Miehe

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on September 19, 2014 by Mark E. Miehe.

Given under my hand and official seal this 19 day of September, 2014.

MATTHEW M. CUPLIN NOTARY PUBLIC STATE OF WISCONSIN

Matthew M Cuplin
Name: Matthew M Cuplin
Notary Public, State of Wisconsin
My Commission: 10-21-17

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on September 19, 2014 by Krisann K. Miehe.

Given under my hand and official seal this 19 day of September, 2014.

MATTHEW M. CUPLIN NOTARY PUBLIC STATE OF WISCONSIN

Matthew M Cuplin
Name: Matthew M Cuplin
Notary Public, State of Wisconsin
My Commission: 10-21-17

3290096976

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Mark E. Miehe and Krisann K. Miehe identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

JOHNSON BANK

By: Jill Rowe on behalf of Johnson Bank
Name: Jill Rowe
Title: AVP Mortgage Servicing Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF Racine)

Personally came before me this 12th day of September, 2014, the above-named Jill Rowe, who executed the foregoing instrument, and acknowledged the same on behalf of Johnson Bank.

Name: Melissa M. Demant
Notary Public, State of Wisconsin
My Commission: January 30th 2018

MELISSA M. DEMANT NOTARY PUBLIC STATE OF WISCONSIN

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 807 within Weston Place Condominium representing 0.8225% of the voting power as of this ____ day of _____, 2014.

_____
Mark E. Miehe

_____
Krisann K. Miehe

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014 by Mark E. Miehe.

Given under my hand and official seal this ____ day of _____, 2014.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014 by Krisann K. Miehe.

Given under my hand and official seal this ____ day of _____, 2014.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 811 within Weston Place Condominium representing 0.6936% of the voting power as of this 18 day of September, 2014.

GARY AND KATHLEEN NELSON JOINT REVOCABLE TRUST DATED AUGUST 10, 2004

By: Gary L. Nelson
Printed Name: Gary L. Nelson
Title: Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on 18 Sept., 2014, by Gary L. Nelson, as the Trustee of the Gary and Kathleen Nelson Joint Revocable Trust dated August 10, 2004.

Given under my hand and official seal this 18 day of September 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: Rick L. Abeggleu
Notary Public, State of Wisconsin
My Commission: IS Permanent

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 900 within Weston Place Condominium representing 1.0462% of the voting power as of this 12 day of September 2014.

Audrey Martino

Audrey Martino

David Sullivan

David Sullivan

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on September 12, 2014 by Audrey Martino.

Given under my hand and official seal this 12 day of Sept., 2014.

Jaime L. Hendrickson Notary Public State of Wisconsin

Jaime L Hendrickson
Name: Jaime L. Hendrickson
Notary Public, State of Wisconsin
My Commission: Aug. 28. 2017

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on September 12, 2014 by David Sullivan.

Given under my hand and official seal this 12 day of Sept., 2014.

Jaime L. Hendrickson Notary Public State of Wisconsin

Jaime L Hendrickson
Name: Jaime L. Hendrickson
Notary Public, State of Wisconsin
My Commission: Aug. 28.2017

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Audrey Martino and David Sullian identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

JOHNSON BANK

By: _____
Name: Kenneth R Dickson
Title: SVP

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

Personally came before me this 12 day of September, 2014, the above-named Kenneth R Dickson, who executed the foregoing instrument, and acknowledged the same on behalf of Johnson Bank.

Jaime L. Hendrickson Notary Public State of Wisconsin

Jaime L Hendrickson
Name: Jaime L. Hendrickson
Notary Public, State of Wisconsin
My Commission: Aug 28, 2017

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 907 within Weston Place Condominium representing 0.6188% of the voting power as of this 18 day of September, 2014.

Robert G. Machotka

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Robert G. Machotka.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 908 within Weston Place Condominium representing 0.7711% of the voting power as of this 22nd day of September, 2014.

Sven Steven Sykes

Julia L. Sykes

MONICA DEANGELIS
Notary Public - State of Kansas
My Commission Expires 07 18 2018

STATE OF ~~WISCONSIN~~ Kansas)
) SS.
COUNTY OF Johnson)

Monica DeAngelis
State of Kansas
County of Johnson
Appointment expires 7.18.2018

This instrument was acknowledged before me on Sept 22nd, 2014 by Sven Steven Sykes.

Given under my hand and official seal this 22 day of September, 2014.

MONICA DEANGELIS
Notary Public - State of Kansas
My Commission Expires 7 18 2018

Name: Monica DeAngelis
Notary Public, ~~State of Wisconsin~~
My Commission: 7.18.2018
State of Kansas
City of Johnson

STATE OF ~~WISCONSIN~~ Kansas)
) SS.
COUNTY OF Johnson)

This instrument was acknowledged before me on Sept 22nd, 2014 by Julia L. Sykes.

Given under my hand and official seal this 22 day of September, 2014.

MONICA DEANGELIS
Notary Public - State of Kansas
My Commission Expires 7 18 2018

Name: Monica DeAngelis
Notary Public, ~~State of Wisconsin~~
My Commission: 7.18.2018
State of Kansas
County of Johnson

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1000 within Weston Place Condominium representing 0.9904% of the voting power as of this 18 day of Sept, 2014.

Kelly Ryan a/k/a C. Kelly Ryan

Bo Ryan a/k/a William F. Ryan

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Kelly Ryan.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Bo Ryan.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1003 within Weston Place Condominium representing [redacted] of the voting power as of this 12 day of September, 2014. 0.8593

Michael B. Shapiro

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

This instrument was acknowledged before me on September 12, 2014 by Michael B. Shapiro.

Given under my hand and official seal this 12 day of September, 2014.

NATALIE KROHN
Notary Public
State of Wisconsin

Name: Natalie Krohn
Notary Public, State of Wisconsin
My Commission: Expires 11/10/2017

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1005 within Weston Place Condominium representing 0.9140% of the voting power as of this 18 day of Sept, 2014.

Jong Danielle Mei

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT, 2014 by Jong Danielle Mei.

Given under my hand and official seal this 18 day of SEPT, 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

3290087594

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Jong Danielle Mei identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

JOHNSON BANK

By: Jill Rowe on behalf of Johnson Bank
Name: Jill Rowe
Title: AVP Mortgage Servicing Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF Racine)

Personally came before me this 12th day of September, 2014, the above-named Jill Rowe, who executed the foregoing instrument, and acknowledged the same on behalf of Johnson Bank.

Name: Melissa M. Demant
Notary Public, State of Wisconsin
My Commission: January 30th 2018

MELISSA M. DEMANT NOTARY PUBLIC STATE OF WISCONSIN

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1005 within Weston Place Condominium representing 0.9140% of the voting power as of this ____ day of _____, 2014.

_____
Jong Danielle Mei

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014 by Jong Danielle Mei.

Given under my hand and official seal this ____ day of _____, 2014.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

4816-2589-7244.3

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1100 within Weston Place Condominium representing 0.9904% of the voting power as of this 18th day of SEPTEMBER 2014.

Robert D. Shearer

Helen A. Shearer

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Robert D. Shearer.

Given under my hand and official seal this 18 day of SEPT, 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Helen A. Shearer.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1104 within Weston Place Condominium representing 0.6489% of the voting power as of this 18 day of SEPT., 2014.

Richard L. Johnson

Mari L. Johnson

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Richard L. Johnson.

Given under my hand and official seal this 18 day of SEPT, 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 18 SEPT., 2014 by Mari L. Johnson.

Given under my hand and official seal this 18 day of SEPT., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: RICK L. ABEGGLEN
Notary Public, State of Wisconsin
My Commission: IS PERMANENT

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by Richard L. Johnson and Mari L. Johnson identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

JOHNSON BANK

By _____
Name: Jill Rowe
Title: AVP Mortgage Servicing Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF Racine)

Personally came before me this 18th day of September, 2014, the above-named Jill Rowe, who executed the foregoing instrument, and acknowledged the same on behalf of Johnson Bank.

_____
Name: Melissa M. Demant
Notary Public, State of Wisconsin
My Commission: January 30th 2018

MELISSA M. DEMANT NOTARY PUBLIC STATE OF WISCONSIN

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1108 within Weston Place Condominium representing 0.8640% of the voting power as of this 11 day of September, 2014.

SUSAN I. TOTH REVOCABLE TRUST
U/A/D SEPTEMBER 28, 2007

By: Susan I Toth
Printed Name: Susan I Toth
Title: Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

This instrument was acknowledged before me on 11 September, 2014, by Susan I. Toth, as the Trustee of the Susan I. Toth Revocable Trust u/a/d September 28, 2007.

Given under my hand and official seal this 11 day of Sept., 2014.

RICK L. ABEGGLEN NOTARY PUBLIC STATE OF WISCONSIN

Name: Rick L. Abeggleh
Notary Public, State of Wisconsin
My Commission: Is Permanent

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

3290105611

MORTGAGEE CONSENT

The undersigned, being the holder of a mortgage recorded against the Units of Weston Place Condominium owned by the Susan I. Toth Revocable Trust u/a/d September 28, 2007 identified above, hereby executes and consents to the above amendment and agrees that its interest in said property is subject to the terms of this Fifth Amendment.

JOHNSON BANK

By: Jill Rowe on behalf of Johnson Bank
Name: Jill Rowe
Title: AVP Mortgage Servicing Manager

STATE OF WISCONSIN)
) SS.
COUNTY OF Racine)

Personally came before me this 12th day of September, 2014, the above-named Jill Rowe, who executed the foregoing instrument, and acknowledged the same on behalf of Johnson Bank.

Melissa M. Demant
Name: Melissa M. Demant
Notary Public, State of Wisconsin
My Commission: January 30th 2018

MELISSA M. DEMANT NOTARY PUBLIC STATE OF WISCONSIN

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

IN WITNESS WHEREOF, this instrument is executed by the following, who is the owner of Unit no. 1108 within Weston Place Condominium representing 0.8640% of the voting power as of this ____ day of _____, 2014.

SUSAN I. TOTH REVOCABLE TRUST
U/A/D SEPTEMBER 28, 2007

By:_____
Printed Name: _____
Title: _____

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014, by _____, as the _____ of the Susan I. Toth Revocable Trust u/a/d September 28, 2007.

Given under my hand and official seal this ____ day of _____, 2014.

_____
Name:_____
Notary Public, State of Wisconsin
My Commission:_____

4816-2589-7244.3

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

Licensed to Preferred Title LLC and not for sublicense, relicense or any other transfer

EXHIBIT 1

Legal description and unit numbers for
all units within Weston Place Condominium

Units 100, 200-212, inclusive, 300-312, inclusive, 400-412, inclusive, 500-512 inclusive, 600-612, inclusive, 700-712, inclusive, 800-812, inclusive, 900-909, inclusive, 1000-1009, inclusive, 1100-1108, inclusive, 1200, 1201, 1300 through 1566, inclusive, 1601 through 1712, inclusive, and 1800, Weston Place Condominium, in the City of Madison, Dane County, Wisconsin.

Parcel Number	Unit
070920216011	100
070920216029	200
070920216037	201
070920216045	202
070920216053	203
070920216061	204
070920216079	205
070920216087	206
070920216095	207
070920216102	208
070920216110	209
070920216128	210
070920216136	211
070920216144	212
070920216152	300
070920216160	301
070920216178	302
070920216186	303
070920216194	304
070920216201	305
070920216219	306
070920216227	307
070920216235	308
070920216243	309
070920216251	310
070920216269	311
070920216277	312

Parcel Number	Unit
070920216285	400
070920216293	401
070920216300	402
070920216318	403
070920216326	404
070920216334	405
070920216342	406
070920216350	407
070920216368	408
070920216376	409
070920216384	410
070920216392	411
070920216409	412
070920216417	500
070920216425	501
070920216433	502
070920216441	503
070920216459	504
070920216467	505
070920216475	506
070920216483	507
070920216491	508
070920216508	509
070920216516	510
070920216524	511
070920216532	512
070920216540	600
070920216558	601
070920216566	602
070920216574	603
070920216582	604
070920216590	605
070920216607	606
070920216615	607
070920216623	608
070920216631	609
070920216649	610
070920216657	611
070920216665	612
070920216673	700
070920216681	701

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Parcel Number	Unit
070920216699	702
070920216706	703
070920216714	704
070920216722	705
070920216730	706
070920216748	707
070920216756	708
070920216764	709
070920216772	710
070920216780	711
070920216798	712
070920216805	800
070920216813	801
070920216821	802
070920216839	803
070920216847	804
070920216855	805
070920216863	806
070920216871	807
070920216889	808
070920216897	809
070920216904	810
070920216912	811
070920216920	812
070920216938	900
070920216946	901
070920216954	902
070920216962	903
070920216970	904
070920216988	905
070920216996	906
070920217019	907
070920217027	908
070920217035	909
070920217043	1000
070920217051	1001
070920217069	1002
070920217077	1003
070920217085	1004
070920217093	1005
070920217100	1006

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Parcel Number	Unit
070920217118	1007
070920217126	1008
070920217134	1009
070920217142	1100
070920217150	1101
070920217168	1102
070920217176	1103
070920217184	1104
070920217192	1105
070920217209	1106
070920217217	1107
070920217225	1108
070920217233	1200
070920217241	1300
070920217259	1301
070920217267	1302
070920217275	1303
070920217283	1304
070920217291	1305
070920217308	1306
070920217316	1307
070920217324	1308
070920217332	1309
070920217340	1310
070920217358	1311
070920217366	1312
070920217374	1313
070920217382	1314
070920217390	1315
070920217407	1316
070920217415	1317
070920217423	1318
070920217431	1319
070920217449	1320
070920217457	1321
070920217465	1322
070920217473	1323
070920217481	1324
070920217499	1325
070920217506	1326
070920217514	1327

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Parcel Number	Unit
070920217522	1328
070920217530	1329
070920217548	1330
070920217556	1331
070920217564	1332
070920217572	1333
070920217580	1334
070920217598	1335
070920217605	1336
070920217613	1337
070920217621	1338
070920217639	1339
070920217647	1340
070920217655	1341
070920217663	1342
070920217671	1343
070920217689	1344
070920217697	1345
070920217704	1346
070920217712	1347
070920217720	1348
070920217738	1349
070920217746	1350
070920217754	1351
070920217762	1352
070920217770	1353
070920217788	1354
070920217796	1355
070920217803	1356
070920217811	1357
070920217829	1358
070920217837	1359
070920217845	1360
070920217853	1361
070920217861	1362
070920217879	1363
070920217887	1364
070920217895	1365
070920217902	1366
070920217910	1367
070920217928	1368

Parcel Number	Unit
070920217936	1369
070920217944	1370
070920217952	1371
070920217960	1372
070920217978	1373
070920217986	1374
070920217994	1375
070920218017	1376
070920218025	1377
070920218033	1378
070920218041	1379
070920218059	1380
070920218067	1381
070920218075	1382
070920218083	1383
070920218091	1384
070920218108	1385
070920218116	1386
070920218124	1387
070920218132	1388
070920218140	1389
070920218158	1390
070920218166	1391
070920218174	1392
070920218182	1393
070920218190	1394
070920218207	1395
070920218215	1396
070920218223	1397
070920218231	1398
070920218249	1399
070920218257	1400
070920218265	1401
070920218273	1402
070920218281	1403
070920218299	1404
070920218306	1405
070920218314	1406
070920218322	1407
070920218330	1408
070920218348	1409

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Parcel Number	Unit
070920218356	1410
070920218364	1411
070920218372	1412
070920218380	1413
070920218398	1414
070920218405	1415
070920218413	1416
070920218421	1417
070920218439	1418
070920218447	1419
070920218455	1420
070920218463	1421
070920218471	1422
070920218489	1423
070920218497	1424
070920218504	1425
070920218512	1426
070920218520	1427
070920218538	1428
070920218546	1429
070920218554	1430
070920218562	1431
070920218570	1432
070920218588	1433
070920218596	1434
070920218603	1435
070920218611	1436
070920218629	1437
070920218637	1438
070920218645	1439
070920218653	1440
070920218661	1441
070920218679	1442
070920218687	1443
070920218695	1444
070920218702	1445
070920218710	1446
070920218728	1447
070920218736	1448
070920218744	1449
070920218752	1450

Parcel Number	Unit
070920218760	1451
070920218778	1452
070920218786	1453
070920218794	1454
070920218801	1455
070920218819	1456
070920218827	1457
070920218835	1458
070920218843	1459
070920218851	1460
070920218869	1461
070920218877	1462
070920218885	1463
070920218893	1464
070920218900	1465
070920218918	1466
070920218926	1467
070920218934	1468
070920218942	1469
070920218950	1470
070920218968	1471
070920218976	1472
070920218984	1473
070920218992	1474
070920219015	1475
070920219023	1476
070920219031	1477
070920219049	1478
070920219057	1479
070920219065	1480
070920219073	1481
070920219081	1482
070920219099	1483
070920219106	1484
070920219114	1485
070920219122	1486
070920219130	1487
070920219148	1488
070920219156	1489
070920219164	1490
070920219172	1491

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Parcel Number	Unit
070920219180	1492
070920219198	1493
070920219205	1494
070920219213	1495
070920219221	1496
070920219239	1497
070920219247	1498
070920219255	1499
070920219263	1500
070920219271	1501
070920219289	1502
070920219297	1503
070920219304	1504
070920219312	1505
070920219320	1506
070920219338	1507
070920219346	1508
070920219354	1509
070920219362	1510
070920219370	1511
070920219388	1512
070920219396	1513
070920219403	1514
070920219411	1515
070920219429	1516
070920219437	1517
070920219445	1518
070920219453	1519
070920219461	1520
070920219479	1521
070920219487	1522
070920219495	1523
070920219502	1524
070920219510	1525
070920219528	1526
070920219536	1527
070920219544	1528
070920219552	1529
070920219560	1530
070920219578	1531
070920219586	1532

Parcel Number	Unit
070920219594	1533
070920219601	1534
070920219619	1535
070920219627	1536
070920219635	1537
070920219643	1538
070920219651	1539
070920219669	1540
070920219677	1541
070920219685	1542
070920219693	1543
070920219700	1544
070920219718	1545
070920219726	1546
070920219734	1547
070920219742	1548
070920219750	1549
070920219768	1550
070920219776	1551
070920219784	1552
070920219792	1553
070920219809	1554
070920219817	1555
070920219825	1556
070920219833	1557
070920219841	1558
070920219859	1559
070920219867	1560
070920219875	1561
070920219883	1562
070920219891	1563
070920219908	1564
070920219916	1565
070920219924	1566
070920220012	1601
070920220020	1602
070920220038	1603
070920220046	1604
070920220054	1605
070920220062	1606
070920220070	1607

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Parcel Number	Unit
070920220088	1608
070920220096	1609
070920220103	1610
070920220111	1611
070920220129	1612
070920220137	1613
070920220145	1614
070920220153	1615
070920220161	1616
070920220179	1617
070920220187	1618
070920220195	1619
070920220202	1620
070920220210	1621
070920220228	1622
070920220236	1623
070920220244	1624
070920220252	1625
070920220260	1626
070920220278	1627
070920220286	1628
070920220294	1629
070920220301	1630
070920220319	1631
070920220327	1632
070920220335	1633
070920220343	1634
070920220351	1635
070920220369	1636
070920220377	1637
070920220385	1638
070920220393	1639
070920220400	1640
070920220418	1641
070920220426	1642
070920220434	1643
070920220442	1644
070920220450	1645
070920220468	1646
070920220476	1647
070920220484	1648

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Parcel Number	Unit
070920220492	1649
070920220509	1650
070920220517	1651
070920220525	1652
070920220533	1653
070920220541	1654
070920220559	1655
070920220567	1656
070920220575	1657
070920220583	1658
070920220591	1659
070920220608	1660
070920220616	1661
070920220624	1662
070920220632	1663
070920220640	1664
070920220658	1665
070920220666	1666
070920220674	1667
070920220682	1668
070920220690	1669
070920220707	1670
070920220715	1671
070920220723	1672
070920220731	1673
070920220749	1674
070920220757	1675
070920220765	1676
070920220773	1677
070920220781	1678
070920220799	1679
070920220806	1680
070920220814	1681
070920220822	1682
070920220830	1683
070920220848	1684
070920220856	1685
070920220864	1686
070920220872	1687
070920220880	1688
070920220898	1689

Parcel Number	Unit
070920220905	1690
070920220913	1691
070920220921	1692
070920220939	1693
070920220947	1694
070920220955	1695
070920220963	1696
070920220971	1697
070920220989	1698
070920221010	1699
070920221028	1700
070920221036	1701
070920221044	1702
070920221052	1703
070920221060	1704
070920221078	1704
070920221086	1706
070920221094	1707
070920221101	1708
070920221119	1709
070920221127	1710
070920221135	1711
070920221143	1712
0709-202-0202-8	1201
0709-202-0202-8	1800

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DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4229623

08/29/2006 08:56AM

Trans. Fee:
Exempt #:

Rec. Fee: 27.00
Pages: 9

000509

Document No.

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF WESTON PLACE CONDOMINIUM**

Re: Units 100, 200-212, inclusive, 300-312, inclusive, 400-412, inclusive, 500-512 inclusive, 600-612, inclusive, 700-712, inclusive, 800-812, inclusive, 900-909, inclusive, 1000-1008, inclusive, 1100-1109, inclusive, 1200, 1201, 1300 through 1566, inclusive, 1601 through 1712, inclusive, and 1800, Weston Place Condominium, in the City of Madison, Dane County, Wisconsin.

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

251-0709-202-0202-8
Parcel Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF WESTON PLACE CONDOMINIUM

This First Amendment is made by Madtown Properties, LLC, a Wisconsin limited liability corporation (hereinafter, the "Declarant").

9/27

RECITALS:

A. On June 16, 2005, Declarant executed and recorded with the Dane County Register of Deeds a declaration of condominium as Document No. 4067286 (the "Declaration") and a condominium plat (the "Condominium Plat").

B. The Condominium presently includes Units 100, 200-212, inclusive, 300-312, inclusive, 400-412, inclusive, 500-512 inclusive, 600-612, inclusive, 700-712, inclusive, 800-812, inclusive, 900-909, inclusive, 1000-1009, inclusive, 1100-1108, inclusive, 1200, 1201, 1300 through 1566, inclusive, 1601 through 1712, inclusive, and 1800, Weston Place Condominium, in the City of Madison, Dane County, Wisconsin.

C. Declarant owns over 67% of the percentage interests in the Common Elements as determined under Section 6.01(b) of the Declaration.

D. Declarant, pursuant to Article XV of the Condominium Declaration, desires to amend the Declaration.

NOW THEREFORE, the Declarant hereby amends the Condominium Declaration as follows:

1. Section 3.03(e) of the Declaration is hereby amended to read, in its entirety, as follows:

(e) Antenna Unit.

(i) Upper Boundary. The Antenna Unit shall extend upward infinitely into the airspace located directly above its lower boundary and within its perimetrical boundaries.

(ii) Lower Boundary. As used in herein, the term "Penthouse" refers to that portion of the Building that protrudes above the twelfth floor of the Building. The Penthouse houses Unit 1200, 1201, the Association Room, the Mechanical Room, corridors, the elevator penthouse, restrooms and the stairway landing, all as shown on the Sheet 18 of the Condominium Plat.

[a] The lower boundary of that portion of the Antenna Unit that lies within of the vertical planes of the exterior walls of the Penthouse shall be a horizontal plane corresponding to the uppermost finished surface of the roof of the Penthouse, extended to an intersection with the perimetrical boundaries of the Antenna Unit.

[b] The lower boundary of that portion of the Antenna Unit that lies outside of the vertical planes of the exterior walls of the Penthouse shall the horizontal plane of the uppermost finished surface of the roof that forms the lower level of the twelfth floor of the Building, extended to an intersection with the perimetrical boundaries of the Antenna Unit.

(iii) Perimetrical Boundaries. The perimetrical boundaries of the Antenna Unit shall be:

[a] the vertical planes that coincide with the finished exterior walls of the Penthouse that lie west of the boundary line between the Association Room and Unit 1200, extended;

[b] The portion of the boundary line between the Association Room and Unit 1200, extended, that lies outside of the exterior walls of the Penthouse; and

[c] the dashed line labeled "Rooftop Above" on page 18 of the Condominium Plat lying west of the boundary line between the Association Room and Unit 1200, extended.

(iv) Exclusions. Notwithstanding the description of the boundaries set forth in (i) through (iii), above, the Antenna Unit shall not include any vertical planes that coincide with any exterior windows.

2. Modifying Section 8.02 of the Declaration, the first sentence of such section is hereby amended to read:

The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean and attractive order and repair and shall make replacements of the same as required.

Furthermore, the sentence that now reads:

The Association shall be responsible for semiannual window washing of all windows that exclusively service a Common Element and all inaccessible windows (windows that are not completely spanned by a balcony or terrace).

is hereby DELETED and replaced with:

The Association shall be responsible for semiannual window washing of all windows that exclusively service a Common Element, for all inaccessible windows (windows that are not completely spanned by a balcony or terrace), and for windows that are spanned by a terrace (as opposed to a balcony) on the ninth floor and on the tenth floor.

3. The last sentence of Section 7.04 of the Declaration is hereby amended to read, in its entirety:

The Association may not adopt provisions that would restrict lobby access during normal business hours by members of the general public to the Commercial Unit or to public parking within the Parking Garage, provided, however, that "normal business hours" shall not include any period before 7:00 a.m. or after 9:00 p.m. The Association may adopt provisions restricting access by tenants, employees or invitees of the Commercial Unit to the Common Elements located on the twelfth floor to the period from 8:00 a.m. through 8:00 p.m. on weekdays.

4. Section 9.06 is hereby amended to read, in its entirety:

No General Assessments shall be assessed against any Unit owned by Declarant. However, during the period of Declarant control as set forth in Section 7.02, the General Assessment payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if occupancy permits had been issued for all of the Units, based on an annual operating budget prepared or approved in writing by the Declarant. During the period of Declarant control, Declarant shall pay the

deficit if the total General Assessments payable by Unit Owners other than Declarant shall not cover total Common Expenses (excluding any amounts assessed to fund replacement reserves). If a portion but not all of a Commercial Unit owned by Declarant can be legally occupied and written occupancy permits for such portion have been issued by the City of Madison and all other governmental entities from which a permit is required for occupancy, General Assessments may be assessed against the Commercial Unit only on a pro rata basis determined by multiplying the percentage interest in the Common Elements as determined under Section 6.01(b) that is appurtenant to such Commercial Unit by a fraction, the numerator of which is the square footage of the portion of the Commercial Unit that can be legally occupied and the denominator of which is the total square footage of the Commercial Unit as shown on the Condominium Plat.

5. Section 10.01(a) is hereby amended to read, in its entirety:

(a) Each Residential Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include (i) persons related by birth, marriage or legal adoption, or (ii) a person and his or her foster children, or (iii) two unrelated adults and the minor children of each) plus no more than one unrelated person plus up to two (2) personal attendants who provide personal care, housekeeping, meal preparation, laundry or companionship services for family members who, because of advanced age or physical or mental disability, need assistance with activities of daily living. 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 unless authorized by the Association, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (i) Residential Units may be leased as permitted under this Declaration, the Bylaws and the Rules and Regulations; (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 is maintained within a Residential Unit at which clients or customers regularly call.

6. Section 10.02(a) and (b) are hereby amended to read, in their entirety:

10.02 Use of Commercial Unit.

(a) Each Commercial Unit shall be used for office, commercial, service or retail purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use.

(b) No sign of any kind shall be displayed on or in any Commercial Unit which is visible to the public or any Unit Owner from outside of such Commercial Unit except for those signs which (i) meet all applicable codes of the City of Madison, and (ii) during any period in which Declarant still owns an interest in any Unit, are approved in writing, prior to their display or installation, by the Declarant.

7. A new subsection (c) is hereby added to Section 10.03 of the Declaration, to read as follows:

(c) Parking Units 1462 through 1471, inclusive and 1478 through 1566, inclusive, are hereby designated as "Commercial Parking Units." Without the prior written approval of the Association, the Commercial Parking Units may be used only by the Commercial Unit Owners, their tenants and their respective customers, employees, officers, agents, and invitees.

8. Exhibit B of the Declaration incorrectly identifies the Rooftop Antenna Unit as "1300." The correct unit number is "1800."

9. Except as modified hereby, all terms of the Declaration shall remain in full force and effect.

CONSENT

The undersigned, being the holder of a mortgage recorded against the Units owned by Declarant, hereby executes consents to the above declaration and agrees that its interest in said property is subject to the terms of the declaration.

PWF PROPERTIES, LLC

By: _____
Peter W. Frautschi, Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 25 day of August, 2006, the above-named Peter W. Frautschi, who executed the foregoing instrument, and acknowledged the same on behalf PWF Properties, LLC.

_____
Name: Brenda Vanness
Notary Public, State of Wisconsin
My Commission: 9/8/07

This document was drafted by,
and should be returned to:

Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street
P.O. Box 2018
Madison, WI 53701-2018
(608) 229-2200

CONSENT

The undersigned, being the holder of a mortgage recorded against the Units owned by Declarant, hereby executes consents to the above amendment and agrees that its interest in said property is subject to the terms of the amendment.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Peter J. Mortenson
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 24 day of August, 2006, the above-named Peter J. Mortenson, who executed the foregoing instrument, and acknowledged the same on behalf of U.S. Bank National Association.

_____
Name: Mary Lalor
Notary Public, State of Wisconsin
My Commission: 11-1-2009

CONSENT

The undersigned, being the holder of a mortgage recorded against the units owned by Declarant, hereby executes consents to the above declaration and agrees that its interest in said property is subject to the terms of the declaration.

U.S. BANK NATIONAL ASSOCIATION,
Trustee of the Trust for the benefit of Peter W. Frautschi under the Mary W. Frautschi Charitable Lead Unitrust dated March 9, 1990

By: _____
Name: Jan P. Everson
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 28th day of August, 2006, the above-named Jan Everson, who executed the foregoing instrument, and acknowledged the same.

DANA BROWNING
Notary Public
State of Wisconsin

_____
Name: Dana Browning
Notary Public, State of Wisconsin
My Commission: 5/10/09