

WEST TOWNE CONDOMINIUM ASSOCIATION - Condominium Documents

Index to Disclosure Materials

The Disclosure Materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

[1. Declaration.](#) The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page 2.

[2. Bylaws.](#) The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws begin on page 31.

[3. Articles of Incorporation.](#) The operation of the condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on page 49.

(Items 4-6 not included in PDF)

4. Management or Employment Contracts. Certain services may be provided to the condominium through contracts with individuals or private firms. These contracts begin on page 55.

5. Annual Operating Budget. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 65.

6. Floor Plan and Map. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page 67.

[7. Rules and Regulations.](#) The association may adopt rules and regulations governing the operation, maintenance and use of the condominium property. The rules and regulations begin on page 72.

CONDOMINIUM DECLARATION OF WEST TOWNE CONDOMINIUMS

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Exhibit A: Unit Percentages

Schedule I

CONDOMINIUM DECLARATION OF WEST TOWNE CONDOMINIUM

Recording Area

Name and Return Address:

Kevin A. Delorey
Quaiies & Brady LLP
One South Pinckney Street, Suite 600
P.O. Box 2113
Madison, WI 53701-2113

Pt. 60-0708-262-0103-3 Pared Identification Number (PIN)

CONDOMINIUM DECLARATION OF WEST TOWNE CONDOMINIUMS

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 8th day of July, 2004, by Kirsten Madison Ventures LLC (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

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

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

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and

thereto shall be known as WEST TOWNE CONDOMINIUM (the “Condominium”). The address of the Condominium is 505 D’Onofrio Drive, Madison, Dane County, Wisconsin 53719.

3. LEGAL DESCRIPTION.

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

Lot Two (2) of Certified Survey Map No. 11110, recorded in the Dane County Register of Deeds Office in Volume 67 of Certified Survey Maps, pages 1 through 22, as Document No. 3933232, in the City of Madison, Dane County, Wisconsin.

Tax Parcel No.: Pt. 60-0708-262-0103-3

4. DEFINITION AND DESCRIPTION OF UNITS.

4.1 NUMBER. Eighty (80) residential Units are hereby declared in WEST TOWNE CONDOMINIUM.

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

4.3 IDENTIFICATION. The Units are designated by a combination of street address and Unit numbers as set forth in the Condominium Plat attached hereto. The post office address of each Unit is also shown in the attached Condominium Plat. There are four (4) distinct unit types within and comprising the Condominium, as described in Section 5 below. The Unit designations and locations, as well as floor plans for the Units, are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each Unit, number of rooms, immediately adjacent Common Elements to which the Units have access and further details identifying and describing the Units are as set forth in the Condominium Plat.

5. DESCRIPTION AND LOCATION OF BUILDINGS.

There shall be twelve (12) buildings on the real estate described in Section 3 above, ten (10) of which shall contain residential condominium Units, and the remaining two (2) buildings shall be part of the Common Elements of the Condominium. The buildings are located on the real estate as indicated in the Condominium Plat. All of the said buildings were constructed during 1985 to 1986, and have been refurbished by the Declarant during the prior operation of the

Property as an extended stay hotel and/or as a part of the development plan of WEST TOWNE CONDOMINIUM. The roofs of the buildings have not been replaced or refurbished, and have an estimated remaining useful life of at least two (2) years. The identity and estimated ages (where known) of the furnaces, water heaters and air conditioners serving the Units are described in the attached Schedule 1.

The two-story Gatehouse Building will be a Common Element of the Condominium managed, along with the other Common and Limited Common Elements, for the benefit of the Unit owners by the Condominium Association (the "Association") described in Section 9 herein, in accordance with this Declaration, the Association's Articles and Bylaws, and rules and regulations to be adopted by the Association's Board of Directors. The Gatehouse Building will contain meeting and gathering spaces, office space, and a laundry. A fitness room may also be included at the discretion and expense of the Association.. The site also contains a small service building, also to be managed by the Association to be used to store equipment and for maintenance purposes.

Each of the remaining ten (10) buildings will contain eight (8) residential Units, all as shown in the Condominium Plat attached hereto. Each residential building is two (2) stories in height and is constructed principally as a wood frame building, with brick veneer on the lower exterior and wood siding above, and with composition roofing shingles, built on slab foundations. Sample floor plans of the buildings and Units are attached hereto as a part of the Condominium Plat.

Each of the ten residential buildings contains four ground floor Units, and four second floor Units. All of the Units are accessed through separate, outside entrances. All of the ground floor Units are efficiency Units containing a living/sleeping area, a kitchen/dining area, and a full bathroom. Two of the ground floor Units contain 427 square feet each (Unit Types 12 and 14), and two contain 496 square feet each (Unit Types 11 and 13). Two of the second floor Units are efficiency Units containing 583 square feet each (including the stairwell) (Unit Types 22 and 24). Two of the second floor Units also contain sleeping lofts, including another full bath, and total 778 square feet each (Unit Types 21 and 23). Every Unit contains a separate furnace and a wood-burning fireplace.

Each residential building includes four mechanical/storage rooms described in greater detail in Section 7.2 herein, accessed off of the stairwells leading to the second floor Units. One room contains two water heaters serving all of the Units in that building; one room contains two water softeners and fire suppression equipment serving all of the Units in that building; one room contains electrical, telephone and cable television panels serving all of the Units in that building; and one room is used for the storage of maintenance and cleaning supplies. These rooms and the utilities and facilities contained within the rooms will be Limited Common Elements of the Condominium as described in Section 7 below) for the benefit of the Units in the building in which they are located. Each Unit is also

served with external air conditioning unit, which will be a Limited Common Element for the benefit of the Unit it serves. All of the mechanical/storage rooms described in this paragraph, and all utilities and facilities contained herein, which serve only the respective Units and the buildings in which they are located are referred to in this Declaration as “Shared Utilities Limited Common Elements”.

6. COMMON ELEMENTS AND FACILITIES.

6.1 DESCRIPTION. The Common Elements and facilities (“Common Elements”) shall consist of all of WEST TOWNE CONDOMINIUM, improvements and appurtenances, except the individual Units and fixtures therein, as defined hereunder. The Common Elements shall include, without limitation, the land on which the buildings are located; the Gatehouse Building and the service building, outdoor parking areas; private drives; landscaped green spaces, common sidewalks and walkways; building structures and exteriors; patios; exterior walls; building roof; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; water services, lines and valves; master communication/television cable or antenna and lines, including Shared Utilities Limited Common Elements. Common Elements may be subject to certain restrictions on use contained herein or in the Bylaws or Rules and Regulations of the Association (as herein defined).

6.2 Parking Spaces. There are a total of 85 parking spaces within WEST TOWNE CONDOMINIUM. The Association shall assign one parking space for the exclusive use of each Unit as a Limited Common Element of such Unit. The remaining parking spaces shall be Common Elements reserved for exclusive use by visitors and guests of Unit owners and for others having legitimate business within the Condominium Property, in accordance with rules and regulations adopted by the Association through its Board of Directors from time to time. Any Unit owner may permanently assign or exchange his rights to use an assigned Limited Common Element parking space to any other Unit owner in WEST TOWNE CONDOMINIUM, provided, however, that in all circumstances, each Unit shall at all times have one parking space assigned thereto as a Limited Common Element. The use of the Limited Common Element so assigned or exchanged shall thereupon become appurtenant to the Unit owned by the assignee. Such assignment shall be upon a form approved for use by the Association and shall be recorded with the Register of Deeds for Dane County. The assignment shall be subject to the rights of any existing mortgagee with respect to the Limited Common Element so assigned unless released by said mortgagee. After such an assignment, the assigning Unit owner shall have no further right to use the Limited Common Element so assigned, and the Limited Common Elements shall thereafter be appurtenant to the Unit owned by the assignee, as specified in the assignment form, until further assignment. The use of Limited Common Elements may be assigned only to owners of Units in WEST TOWNE

CONDOMINIUM. Unit owners who do not wish to use the parking space assigned to their Unit may offer to rent their parking space, but only to the Association or to another Unit owner through the Association in accordance with rules and regulations adopted by the Association through its Board of Directors from time to time. The Association may charge a fee of up to 5% of rental charges in connection with such rentals for administrative expenses. If a Unit owner chooses to rent his or her assigned parking space as described herein, such Unit owner may not, during the time his or her space is so rented, use one of the unassigned parking spaces.

6.3 Owner Easements. Each Unit owner shall have an easement to the space between the interior and exterior walls or common walls of his or her Unit for purposes of adding additional utility outlets, wall hangings, and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of the building, and provided further that the Common Elements and facilities be restored to their former condition by the Unit owner at such owner's sole expense upon completion or termination of the use requiring the easement.

6.4 Association Easements. Easements are hereby granted and declared to the Association, for the benefit of the Unit owners for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units. In addition, the Association is specifically granted access to, through and across any and all Units and Common Elements, including without limitation Limited Common Elements, of WEST TOWNE CONDOMINIUM, as necessary or reasonable in connection with any maintenance, construction or repair for which the Association is responsible.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the Common Elements and facilities are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements are assigned to and reserved for the exclusive use of the owner or occupant of the Unit(s) to which they are appurtenant, to the exclusion of all other Units in the Condominium. Such Limited Common Elements consist of the parking spaces described in Section 6.2 above, exterior balconies (where applicable), exterior lawn patios and front entryway's appurtenant to residential Units as shown in the Condominium Plat, the storage closets in each building containing utility installations serving that building (access to which may be limited to the Association, where appropriate, by Association Rules and Regulations), the external air conditioners serving

each Unit, and such other Limited Common Elements as may be identified in the Condominium Nat.

7.2 Shared Utilities Limited Common Elements. The four mechanical/storage rooms contained in each of the ten residential buildings in the Condominium are accessed from the stairwells leading to the second floor Units. One room contains two water heaters serving all of the Units in that building; one room contains two water softeners and fire suppression equipment serving all of the Units in that building; one room contains electrical, telephone and cable television panels serving all of the Units in that building; and one room is used for the storage of maintenance and cleaning supplies. These rooms and the utilities and facilities contained within the rooms will be Limited Common Elements of the Condominium, for the benefit of the Units in the building in which they are located. Each Unit is also served by an external air conditioning unit, which will be a Limited Common Element for the benefit of the Unit it serves. All of the mechanical/storage rooms described in this paragraph, and all utilities and facilities contained therein, which serve only the respective Units and the buildings in which they are located, are referred to in this Declaration as “Shared Utilities Limited Common Elements”. Expenses and maintenance of the Shared Utilities Limited Common Elements shall be common expenses of the Association, but shall be allocated among the Units within the residential building to which the Shared Utilities Limited Common Elements are appurtenant, as described in Section 11.3 herein

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

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

Each Unit owner shall own a fee simple interest in his or her condominium Unit. Each Unit owner shall also own an undivided interest in the Common Elements and facilities and Limited Common Elements in WEST TOWNE CONDOMINIUM as a tenant in common with all other Unit owners and, except as otherwise limited in this Declaration, shall have the right to use and

occupy the Common Elements and facilities and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

The percentage of such undivided ownership interest in the Common Elements and facilities and Limited Common Elements relating to each Unit and its owner for purposes of ownership and proportionate payment of common expenses, shall be based upon the relative square footage of each Unit in the Condominium in uniform relationship to the aggregate square footage of all Units in the Condominium. The relative square footage of all Units for purposes of the foregoing formula shall be determined by Declarant, in its sole discretion, and the ownership percentages of all Units shall similarly be determined by Declarant in its sole discretion. Some percentages so determined may be rounded in order to achieve a total of one hundred percent (100%), and all determinations of Declarant as to such percentages shall be final. Such percentages are shown in the Condominium Plat and in Exhibit A attached hereto.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, Duties and Obligations. All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC. (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin, and shall have all of the powers and authority of a condominium association set forth in the Act. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Articles, Bylaws and Rules and Regulations of the Association.

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

obligations of the members shall be as set forth in the Bylaws of the Association.

9.3 Declarant Control

Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of first sale of a Unit by Declarant (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a condominium Unit in WEST TOWNE CONDOMINIUM shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association. Notwithstanding the foregoing: (i) prior to the conveyance of 25% of the Common Element interest to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least 25% of the Directors of the Association; and (ii) prior to the conveyance of 50% of the Common Element interest to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect at least 33-1/3% of the Directors of the Association.

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

9.5 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat, any rules or regulations affecting WEST TOWNE CONDOMINIUM. and the Association's books, records and financial statements, available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by one or more of the Condominium Units in WEST TOWNE CONDOMINIUM. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. RESIDENTIAL/SHORT-TERM RENTAL PURPOSE.

10.1 Residential Use. The Condominium buildings and the Units therein

contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the Bylaws of the Association including uses permitted by local zoning codes. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as “model” Units and sales office, until such time as all Units have been sold, or until such earlier time as may be determined by Declarant. In addition, and notwithstanding anything in this Declaration to the contrary, while the condominium Units are being marketed, the Property will continue to be managed and operated by the Declarant as a Marriott Residence Inn, unsold Units may be rented by Declarant for that purpose, and other Unit owners shall have limited or restricted rights to certain of the Common Elements, including the Gatehouse and the swimming pool.

10.2 Rental of Units. Notwithstanding the preceding Section 10.1., after Units have been sold to the first non-Declarant owner, such Units may be rented with prior written notice to the Association, but only under the following limited conditions (it being the express intent of the Declarant that West Towne Condominiums be an owner-occupied condominium):

(a) No Unit may be leased or rented for a period of less than thirty (30) consecutive days. No Unit may be leased or rented for a period in excess of six (6) continuous months without the prior written approval of the Association, except Units leased or rented by any mortgagee who acquires a Unit through foreclosure or deed in lieu of foreclosure, and under such circumstances no longer than a continuous term of twelve (12) consecutive months.

(b) All rental agreements (hereinafter the “Leases”) affecting Units shall be in writing on a lease form approved by the Association, and shall expressly state that the tenant’s occupancy of the Unit is subject in all respects to the provisions of this Declaration, the Association’s Bylaws, and the Association’s rules and regulations, and shall expressly provide that any failure by the tenant to comply with the terms of these documents shall be a default under the Lease, enforceable by the Unit owner and/or the Association.

(c) Each Lease shall be registered with the Association on such lease registration forms as may be required by the Association.

(d) Any Unit owner who leases a Unit hereunder shall deliver copies of the rules and regulations of the Association to the tenant prior to the commencement of the tenancy, and shall deliver to the Association within ten • (10) days after the commencement of any tenancy a copy of the fully executed Lease and copies of the rules and regulations of the Association signed by the tenant in acknowledgment of receipt thereof.

(e) Any Unit owner who leases a Unit shall be responsible for assuring

compliance by the tenant with this Declaration, the Association's Bylaws, and the Association's rules and regulations.

(f) Only entire Units may be rented or leased.

11. REPAIRS AND MAINTENANCE.

11.1 Individual Units. Each Unit owner shall be responsible for keeping the interior of his/her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit, all as may be more fully set forth in the Bylaws and Rules and Regulations of the Association. Each Unit owner must perform properly or cause to be performed all maintenance and repair work within his/her own Unit and upon his/her Limited Common Elements Which, if omitted, would affect West Towne Condominiums in its entirety or any portion thereof belonging to other owners, as the case may be, and each Unit owner will be liable for any damages caused by his/her failure to do so. The Association may enter the Unit pursuant to Section 11.6 herein to accomplish needed repairs or maintenance for which the Unit owner is responsible; the determination of the necessity of such repairs by the Association shall be final and binding. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of any screens and screening or broken glass), patio doors, lighting fixtures, appliances, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing lines and fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, individual water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. Unit owners shall be responsible for utility services that are separately metered and delivered to the respective Units, such as electricity, telephone, cable services, to the extent not provided in common through the Association, and any other services metered or charged individually to the respective Units. For purposes of uniformity of external appearance and quality, the Association may specify the color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

11.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the Common Elements and Shared Utilities Limited

Common Elements, and any structural portions of the other Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all structural repairs, routine painting, repair, and maintenance of building exteriors, including walls and roof; exterior entry doors, and repair and maintenance of utility lines and installations, including water and sewer lines and common water heaters and water softeners, roads, parking areas, walkways and driveways, lawns and landscaping and, where necessary, the replacement of any of the above, all as may be more fully set forth in the Bylaws. All expenses of maintenance repair and replacement of the foregoing Common Elements shall be a common expense of the Association. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specifically assessed against the responsible Unit owner and his/her Unit.

11.3 Limited Common Elements and Shared Utilities Limited Common Elements.

Except as set forth in Section 11.2 above, each Unit owner, at his/her sole expense, shall keep the Limited Common Elements appurtenant to his/her Unit, as defined in Section 7 hereof, and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition. All expenses of maintenance, repair and replacement of the Shared Utilities Limited Common Elements shall be a common expense chargeable only among the Unit(s) served by such Shared Utilities Limited Common Elements and, to the extent shared by more than one Unit, chargeable in proportion to the square foot area of each Unit in the building so served in relation to the square foot area of all Units in the building so served. In the event any repair or maintenance of a Limited Common Element is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner and his/her Unit.

11.4 Alterations. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. In the event of any proposal to add or construct new capital improvements to the Property (as opposed to repair, restoration or maintenance of existing Condominium property) or other discretionary capital improvements to the Property which would result in a substantial increase in common expenses or a special assessment for such expenses, the approval of two thirds (2/3) of the voting interest in the Association shall be required, as set forth in the Bylaws. Individual Unit owners may make alterations or additions to common or Limited Common Elements, including patio landscaping, only upon

application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such approved individual additions, improvements, alterations and changes made to the common or Limited Common Elements.

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

11.6 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, repair, or replacement, or for any other matters for which the Association is responsible, or to accomplish maintenance for which the owner is responsible hereunder. Such entry shall be made with prior notice to the owners, except in the case of an emergency when personal injury or property damage may result from delayed entry, and with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allowable to an individual Unit or Units in the discretion of the Board of Directors. Repairs or maintenance for which the Unit owner is responsible shall be individually assessed against such Unit owner.

11.7 Decorating. Each Unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within the Unit.

11.8 Combining of Units. If ownership of adjoining Units in a building is acquired by the same individual or individuals, such owners, with the approval of the Association, may combine such Units into a single Unit. Any interior or exterior alterations to the building and/or the Units shall be designed by a professional architect, and the plans and specifications for such alterations shall be subject to the approval of the Association, which shall not be unreasonably withheld. Once such approved work is

complete, this Declaration, and the Plat, shall be amended, at the sole cost of the owner of the combined Units, and subject to the advance approval of the Association, to show the combined Units as a single Unit. Thereafter, such combined Unit shall be subject to the prohibition against subdivision contained in this Declaration.

12. RELOCATION OF BOUNDARIES

12.1 Relocation of Boundaries. Except as set forth in Section 11.8 above, Unit owners in WEST TOWNE CONDOMINIUM may not relocate Unit boundaries between adjoining Units, or other Unit boundaries.

12.2 No Subdivision. No Unit in WEST TOWNE CONDOMINIUM may be subdivided or separated.

12.3 Time-Sharing. There shall be no time-sharing, nor any time-share interest created, in any Units or Common Elements, or any interest therein, in WEST TOWNE CONDOMINIUMS.

13. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a building or buildings or any other part of the Common Elements, such shall be repaired and rebuilt by the Association as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the Condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 hereof. However, if the repair or reconstruction of the damage or destruction would exceed available insurance proceeds, within 90 days of the date of the damage or destruction, the Association may determine not to rebuild or repair by written consent of at least 75% of the votes in the Association (such written consent s not effective unless approved by the mortgagee of the Unit, if any). In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to 703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance to the priority of interests in each Unit.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally construct and the location of the buildings and Units shall be substantially the same as prior to damage or destruction. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the

Association shall have the right to levy assessments as a common expense against all Unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

14. INSURANCE.

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

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

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

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

14.4 Liability Insurance. The Board of Directors shall also provide public liability insurance covering the Common Elements and facilities and the Limited

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

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

15. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, maintenance, repair, replacement, and other expenses of the buildings, improvements, the' Common Elements and facilities, the Shared Utilities Limited Common Elements, and any portions of the other Limited Common Elements the maintenance and repair of which is the responsibility of the Association hereunder, including without limitation, common services provided to the Unit owners such as professional management services, utility services to Common Elements, all water and sewer services to the buildings and Units, all equipment and facilities serving more than one Unit in a building (such as the water heaters and water softeners, and so on), snow removal, and maintenance, repair and replacement of landscaping, walkways, driveways, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the common and Limited Common Elements and facilities relating to each Unit, in the manner provided in the Bylaws of the Association. Notwithstanding the foregoing, the common expenses associated with any Shared Utilities Limited Common Elements serving only one Unit or one building shall be allocated only to that Unit or among the Units in the subject building as set forth in Section 11.3 above. No Unit owner may exempt himself or herself; or his/her Unit ownership, from liability for his/her contribution toward the common expenses by waiver of the use or enjoyment of any of the common or Limited Common Elements and facilities or services or by abandonment of his/her Unit. No conveyance shall relieve the Unit owner-grantor or his/her Unit of such liability, and he/she shall be jointly, severally and personally liable along with his/her grantee in any such

conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her Unit have been paid.

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

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership. Provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial non-physical partition of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

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

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities and Municipal Services. Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and

equipment, master communication/television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and facilities, to serve the Condominium Property.

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

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

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

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

19.1 Rights of Action. If any Unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association or any other Unit owner may sue such owner for damages caused by the failure or for injunctive relief.

In addition, the Association shall have the enforcement authority contained in the Bylaws of the Association.

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

20. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended only with the written consent of Unit owners with not less than two-thirds (2/3) of the votes in the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to the initial sale of all declared condominium Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the Rights of Declarant as contained in this Declaration. 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 his address on file with the Association.

21. NOTICES.

All notices and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All 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 duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with such Secretary.

22. RESIDENT AGENT.

The initial Resident Agent for the Condominium shall be Julie Isley, 501 D'Onofrio Drive, Madison, Wisconsin 53719, or such other person or entity, and/or at such other address, as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin.

A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as

may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

23. MORTGAGEE RIGHTS.

23.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in WEST TOWNE CONDOMINIUM (“Mortgagee”), upon the submission of a request to the Association in writing delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

23.1.1 Written notice as to any default or delinquency in the performance by the individual Unit owner who is the Mortgagee’s mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor-

23.1.2 Written notice of 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 the Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association in any material respect. A change to any of the following is considered material hereunder:

- (a)** voting rights;
- (b)** assessments, assessment liens, or the priority of assessment liens;
- (c)** reserves for maintenance and repairs;
- (d)** responsibility for maintenance and repairs;
- (e)** reallocation of interests in the common or Limited Common Elements;
- (f)** redefinition of any Unit boundaries;
- (g)** expansion or contraction of WEST TOWNE CONDOMINIUM, or the addition, annexation, or withdrawal of property to or from WEST TOWNE CONDOMINIUM;
- (h)** insurance or fidelity bond;
- (i)** leasing of Units;
- (j)** imposition of any restrictions on a Unit owner’s right to sell or transfer his or her Unit;
- (k)** a decision by the Association to establish self-management;
- (l)** restoration or repair of WEST TOWNE CONDOMINIUM after a hazard damage or partial condemnation in a manner other than that specified in the Declaration,
- (m)** any action to terminate the legal status of WEST TOWNE CONDOMINIUM after substantial destruction or condemnation occurs; or

(a) any provisions contained in the Declaration that expressly benefit mortgage holders, insurers or guarantors.

23.1.3 Written notice of any damage or destruction to the Common Elements of the Condominium, including building structure, fixtures and equipment which are a part of the Common Elements, which is in an aggregate amount exceeding \$50,000, at such time as such damage or destruction is known to the Board of Directors.

23.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

23.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

23.2 Except as provided by the Act in the case of damage to or destruction of all or any part of the Property, the Association shall not, unless the Mortgagees of at least two-thirds (2/3) of the Units (including therein any Units which are not mortgaged) have given their prior written consent.

23.2.1 Change the undivided percentage interest in the Common Elements of the Condominium appurtenant to any Unit, or the manner of making assessments for common expenses based upon such percentage;

23.2.2 Partition or subdivide any Unit or Common Elements of the Condominium; or

23.2.3 By act or omission seek to abandon or terminate the Condominium or encumber or convey any part of the Common Elements of the Condominium.

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

24. NUMBER AND GENDER

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

25. CAPTIONS.

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

26. SEVERABILITY.

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

IN WITNESS WHEREOF, the said Kirsten Madison Ventures LLC, Declarant, has caused this document to be executed at Madison, Wisconsin, as of the date first set forth above.

KIRSTEN MADISON VENTURES LLC

Name: Julie Isley

Title: General Manager

AUTHENTICATION

Signature of

Printed Name: Kevin Delorey

Title: Member, State Bar of Wisconsin

(If not, _____

authorized by 706.06, Wis. Stats.)

This instrument was drafted by:

Kevin A. Delorey

Quarles & Brady LLP

1 S. Pinckney Street, Suite 600

Madison, WI 53703

EXHIBIT A

TO DECLARATION OF CONDOMINIUM UNIT PERCENTAGES

Unit Number, Unit Type, Address, Square Footage/Unit Percentage

509-1 509 D’Onofrio Drive, Unit 1 496 sq. ft/1.09%

Madison, WI 53719

509-2 509 D’Onofrio Drive, Unit 2 427 sq. ft/0.93%

Madison, WI 53719

509-3 509 D’Onofrio Drive, Unit 3 496 sq. ft/1.09%

Madison, WI 53719

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Madison, WI 53719

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Totals: 45,680 sq. ft. / 100.00%

**BY-LAWS OF
WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC.**

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11.6 Interpretation

BY-LAWS OF WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC., and the CONDOMINIUM DECLARATION OF WEST TOWNE CONDOMINIUM, recorded in the Office of the Register of Deeds for Dane County, Wisconsin (hereinafter “Declaration”), the following are adopted as the By-Laws of WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the “Association”), which is a non-profit, non-stock corporation formed and organized to serve as an association of Unit owners who own real estate and improvements (hereinafter the “Property”) under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin (the “Act”) and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE 2 - Members, Voting and Meetings

2.1 MEMBERS. The rights and qualifications of the members are as follows:

2.1.1 Defined. Members of the Association shall be all Unit owners. Every Unit owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.

2.1.2 One Membership Per Unit; Voting. One membership and one vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be divided, and shared membership interests with regard to a single Unit must be voted by one person pursuant to the designation of that person contained in the Membership List, except that in the case of owners who are husband and wife, either of the owners may cast the vote appurtenant to such Unit. If a Unit is leased, the lessor shall be entitled to cast the vote appurtenant to the Unit, if a Unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the Unit. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.

2.1.3 Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit, if any, and the person designated to cast the vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

2.1.4 Transfer of Membership. Each membership shall be appurtenant to the - Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of Unit, date of transfer, name of the person designated to vote, the mortgagee of the Unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may, but is not required to, provide Membership Certificates to its members.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the

particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 ACT BY MAJORITY. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Declaration, these Bylaws, or the Act.

2.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.

Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit owners, to each member at his or her address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place as maybe designated by the Board of Directors.

2.5 ANNUAL AND SPECIAL, MEETINGS. The annual meeting shall be held during the month of November of each year on a date set by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with no fewer than thirty percent (30%) of the votes in the Association.

ARTICLE III - Board of Directors

3.1 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium Property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Act

3.2 INITIAL BOARD OF DIRECTORS. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the Unit owners pursuant to the terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests in WEST TOWNE

CONDOMINIUM to purchasers, an Association meeting shall be held and Unit owners other than Declarant shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the common element interests by Declarant to purchasers, an Association meeting shall be held and the Unit owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors.

3.3 NUMBER AND QUALIFICATIONS OF DIRECTORS. After control of the Association passes to the Unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of three (3) persons. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Association control passes to the Unit owners, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

3.4.1 One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association (Class "A" Director).

3.4.2 One (1) director whose term will expire after two (2) years, at the second annual meeting of the Association after his/her election (Class "B" Director).

3.4.3 One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his/her election (Class "C" Director).

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors, comprising at least one-third (1/3) of the Board of Directors, shall expire in each year.

3.5 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 REMOVAL OF DIRECTORS. At any regular or special meeting of the membership duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the Association membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Association members, for the purpose of transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution

for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days' prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.10 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by that director of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 QUORUM OF DIRECTORS - ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present; any business which might have been transacted at the meeting as originally called may be transacted.

3.12 FIDELITY BONDS. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds. The premiums on any such bonds shall be paid by the Association.

ARTICLE IV - Officers

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Vice-President; or a combination of the offices of President and Secretary, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors, and shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform the

President's duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Vice-President by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List of the Association.

4.5 TREASURER The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 COMPENSATION. No director or officer of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V - Declarant Control

Notwithstanding any other provisions contained in these By-Laws, the Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of: (a) three (3) years after the first sale of a Unit in WEST TOWNE CONDOMINIUM by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each owner of a condominium Unit in WEST TOWNE CONDOMINIUM shall be deemed by acceptance of any deed to any Unit to agree, approve and consent to the right of Declarant to so control the Association. Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests in

WEST TOWNE CONDOMINIUM to purchasers, an Association meeting shall be held and Unit owners other than Declarant shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the common element interests by Declarant to purchasers, an Association meeting shall be held and the Unit owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors.

ARTICLE VI - Operation of the Property

6.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws, and shall, subject to the foregoing have all of the rights, powers, and obligations necessary to carry out the same. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance or mortgage involving the sum of \$ 10,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services and/or a managing agent with respect to the administration and operation of the condominium.

6.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the common elements and facilities by the Unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of two thirds (2/3) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting. Notwithstanding the foregoing, no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing fiscal year. The amounts required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. Notwithstanding the foregoing, the common expenses associated with any Shared Utilities Limited

Common Elements serving only one Unit or one building shall be allocated only to that Unit or among the Units in the subject building as set forth in Section 11.3 of the Declaration.

The assessments shall be made on an annual basis and shall be prorated and due and payable in monthly installments. If not paid on or before the due date, the assessment shall bear interest at two percent (2%) over the prevailing prime rate of interest as specified in the Wall Street Journal (or a comparable publication if the Wall Street Journal is no longer published), but not in any event less than twelve percent (12%) per annum, determined as of the first day of each month, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, including without limitation, amounts required for the cost of maintenance and repair of the common elements, management services, services of maintenance contractors, utility services to the common elements, all water and sewer services to the buildings and Units, all equipment and facilities serving more than one Unit in a building (such as the water heaters and water softeners, and so on), snow removal, and maintenance and repair, landscaping, walkways, driveways, and parking areas, cable services to the extent provided through the Association, insurance, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting, paving, roofing, replacement of capital equipment and fixtures (such as furnaces, water heaters and water softeners) and for major renovations. In the event the Association incurs extraordinary operating expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds are inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the Unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit owner or owners responsible for any lien that is paid by the Association, but that was not the obligation of the Association, shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit owners in subsequent years.

The annual budget shall be prepared and determined by November 1st of each calendar year, and shall

pertain to the following fiscal year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual Association meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the Association votes, then the Directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than two-thirds (2/3) of the total Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established, provided, however, that the annual budget and assessments may not be revised downward to a point lower one hundred and ten percent (110%) of than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 COMMENCEMENT OF PAYMENTS. Each Unit in the condominium shall begin paying monthly payments of common expenses to the Association as of the date of the first transfer of title to such Unit by the Declarant. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Until such time as a Unit in the condominium has been sold by Declarant, Declarant shall not be required to pay monthly common expenses or reserve funds to the Association with regard to such unsold Unit(s). However, during such time, Declarant shall be responsible for paying any deficiency in operating expenses of the Association which are not covered by the assessments paid by Unit owners pursuant to the annual budget. Declarant shall make customary payments of monthly assessments as to unsold Units owned by Declarant beginning no later than 6 months after the recording of the Declaration. At such time as Declarant is making customary payments of assessments pursuant to the annual budget as to all Units owned by Declarant, whether or not Declarant is required to do so, Declarant shall no longer be responsible for paying any deficiency in operating expenses of the Association.

6.6 DEFAULT AND LIENS. All assessments, until paid, together with interest (as described in Section 6.3) and actual costs of collections, constitute a lien on the Units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

6.7 STATEMENT OF ASSESSMENTS. The Association, at the request of any grantee under a signed purchase agreement for a Unit, or any mortgagee to whom an application has been made for a loan secured by a Unit, shall provide a statement to such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such request is received. The grantee shall not be liable for, nor shall the Unit be subject to a lien for, any unpaid assessment pertaining to such Unit in excess of those shown in such statement. If such a statement is not provided within the time provided, the Association is barred from claiming under any lien for unpaid assessments against the Unit of such grantee which has not been filed with the Clerk of Circuit Court of Dane County prior to the date of the grantee's request for statement.

ARTICLE VII - Repairs and Maintenance; Improvements

7.1 INDIVIDUAL UNITS. Each Unit owner, at such owner's sole expense, shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit owner must perform properly or cause to be performed all maintenance and repair work within his or her own Unit which if omitted would affect the condominium project in its entirety or any portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Unit owners, as the case may be, for any damages caused by his or her failure to do so. Without in anyway limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any damaged exterior doors and windows (including replacement of screening and broken glass), patio doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the limited common elements appurtenant to the Unit. Unit owners shall be responsible for utility services that are separately metered and delivered to the respective Units, to the extent not provided in common through the Association, and any other services metered or charged individually to the respective Units. For purposes of uniformity of external appearance and quality, the Association may specify the type and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, door bells, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

7.2 COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The Association shall be responsible for the management and control of the common elements and facilities common elements, and Shared Utilities Limited Common Elements, and shall cause the same to be maintained, repaired, replaced, and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit owners are responsible therefor as provided herein, all as more fully set forth in the Declaration.

7.3 IMPROVEMENTS. The Association shall have control over all additions, improvements and alterations to common elements and limited common elements. In the event of any proposal to add or

construct new capital improvements to the Property (as opposed to repair, restoration or maintenance of existing Condominium Property) or other discretionary capital improvements to the Property which would result in a substantial increase in common expenses or a special assessment for such expenses (in either case, an amount in excess of ten percent (10%) of the then annual budget), the approval of two-thirds (2/3) of the voting interest in the Association shall be required.

7.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor.

ARTICLE VIII - Duties and Obligations of Unit Owners

8.1 RULES AND REGULATIONS. The Units, and the common elements and facilities and limited common elements (sometimes the "commons"), shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

8.1.1 Use. No Unit owner shall occupy or use his Unit or the limited common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's guests. Except as permitted under the applicable zoning code with respect to home occupations, no trade or business shall be conducted on the condominium property or from any Unit. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales office, until such time as all Units have been sold, or until such earlier time as may be determined by Declarant. In addition, and notwithstanding anything in this Declaration to the contrary, while the condominium Units are being marketed, the Property will continue to be managed and operated by the Declarant as a Marriott Residence Inn. During that period, Declarant may rent unsold Units for that purpose, and Unit owners' access to certain common elements may be limited or restricted.

8.1.2 Rental of Units. Notwithstanding the preceding Section 8.1(a), and except as to Units held for sale of Declarant, Units may be rented with prior written notice to the Association, but only under the following limited conditions:

(a) No Unit may be leased or rented for a period of less than thirty (30) consecutive days. No Unit may be leased or rented for a period in excess of six (6) continuous months without the prior written approval of the Association, except Units leased or rented by any mortgagee who acquires a Unit through foreclosure or deed in lieu of foreclosure, and under such circumstances for no longer than a continuous term of twelve (12) consecutive months.

(b) All rental agreements (hereinafter the "Leases") affecting Units shall be in writing on a lease form approved by the Association., and shall expressly state that the tenant's occupancy of the Unit is subject in all respects to the provisions of this Declaration, the Association's Bylaws, and the Association's rules and regulations, and shall expressly provide that any failure by the tenant to comply with the terms

of these documents shall be a default under the Lease, enforceable by the Unit owner and/or the Association..

(c) Each Lease shall be registered with the Association on such lease registration forms as may be required by the Association.

(d) Any Unit owner who leases a Unit hereunder shall deliver copies of the rules and regulations of the Association to the tenant prior to the commencement of the tenancy, and shall deliver to the Association within ten (10) days after the commencement of any tenancy a copy of the fully executed Lease and copies of the rules and regulations of the Association signed by the tenant in acknowledgment of receipt thereof.

(e) Any Unit owner who leases a Unit shall be responsible for assuring compliance by the tenant with this Declaration, the Association's Bylaws, and the Association's rules and regulations.

(f) Only entire Units may be rented or leased.

8.1.3 Parking. There are a total of 85 parking spaces within WEST TOWNE CONDOMINIUM.

The Association shall assign one parking space for the exclusive use of each Unit as a limited common element of such Unit. The remaining parking spaces shall be reserved for exclusive use by visitors and guests of Unit owners and for others having legitimate business within the condominium property, in accordance with rules and regulations adopted by the Association through its Board of Directors from time to time. Any Unit owner may permanently assign or exchange his rights to use an assigned Limited Common Element parking space to any other Unit owner in WEST TOWNE CONDOMINIUM, provided, however, that in all circumstances, each Unit shall at all times have one parking space assigned thereto as a Limited Common Element. The use of the Limited Common Element so assigned or exchanged shall thereupon become appurtenant to the Unit owned by the assignee. Such assignment shall be upon a form approved for use by the Association and shall be recorded with the Register of Deeds for Dane County. The assignment shall be subject to the Tights of any existing mortgagee with respect to the Limited Common Element so assigned unless released by said mortgagee. After such an assignment, the assigning Unit owners shall have no further right to use the Limited Common Element so assigned, and the Limited Common Element shall thereafter be appurtenant to the Unit owned by the assignee, as specified in the assignment form, until further assignment The use of Limited Common Elements may be assigned only to owners of Units in WEST TOWNE CONDOMINIUM. Unit owners who do not wish to use the parking space assigned to their Unit may offer to rent their parking space, but only to the Association or to another Unit owner through the Association in accordance with rules and regulations adopted by the Association through its Board of Directors from time to time. The Association may charge a fee of up to 5% of rental charges in connection with such rentals for administrative expenses. If a Unit owner chooses to rent his or her assigned parking space as described herein, such Unit owner may not, during the time his or her space is so rented, use one of the unassigned parking spaces.

8.1.4 Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept

in any Unit or in the commons, except that dogs and cats meeting pet restrictions below, may be kept as household pets by Unit owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same.

8.1.5 Pet Restrictions. No more than one pet may be kept in any Unit, and no pet weighing over 25 pounds may be kept in any Unit, without the written consent of the Association. Pets shall not be allowed at large within the commons, and shall always be leashed and within the immediate control of a person when outside of any building. All pet droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other Unit owners or occupants. Each owner shall be responsible for the actions of each pet kept within his Unit, and for cleaning up after such pet when outside of the Unit. Any owner maintaining a pet upon the Condominium Property, or whose guest, lessee or invitee brings a pet upon the Condominium Property, shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. All pet owners shall identify and register their pet with the Association. The Association and its officers are directed to enforce this provision uniformly and actively (see sub-paragraph 2.1.13 herein).

8.1.6 Obstructions. There shall be no obstruction of the commons.

8.1.7 Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association.. No Unit owner shall permit anything to be done or kept in his Unit or in the commons which will result in the cancellation of insurance on any Unit or any part of the commons, or which would be in violation of any law or ordinance. No will be committed in the commons.

8.1.8 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the commons without the prior written consent of the Association, excepting "for sale" or "for rent" signs which may be displayed only in windows of Units, and excepting reasonable signs and flags within size and specifications approved by the Association, for use only during an actual open-house showing Unit(s) for sale. The foregoing restrictions concerning the erection of signs and other types of advertising materials within the commons concerning the sale of Units shall not be applicable to the Declarant or its agents involved in showing or selling the Units prior to the first sale of each Unit.

8.1.9 Noxious Activity. No noxious or offensive activity shall be carried on in any Units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

8.1.10 Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

8.1.11 Balconies and Garden Areas. Balconies appurtenant to a Unit shall be used only for purposes intended, which shall not include the hanging of laundry or any other materials open to public view, and may not be improved, enclosed, painted, or the color or appearance otherwise altered by a Unit owner, except with prior consent of the Board of Directors of the Association pursuant to Section 11 of the Declaration. No barbeque grills or other cooking devices, whether gas, electric or otherwise, shall be operated, located, or stored on balconies; such grills and cooking devices may be used only within areas which may be designated or provided for such use by the Association, if any, and in accordance with local laws and ordinances. All Unit Owners shall abide by local ordinances relating to cooking within any balcony and garden areas. The Association also may establish reasonable rules regarding such uses. In addition, only potted plants may be grown on balconies and in garden areas. No custom plantings may be made in the soil of Unit garden areas.

8.1.12 Conflicts. The above rules and regulations and those Which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

8.1.13 Enforcement. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate including recourse to civil authorities, court action if necessary or towing of vehicles Violating parking restrictions at the expense of the violators, and monetary fines of not less than \$50 per violation to be charged and assessed by the Association uniformly against the owners of Units who violate or whose guests, tenants, or violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses including the foreclosure of a lien therefore. Particular violations which may occur on a continuing basis may be determined to be daily violations upon resolution of the Board of Directors

8.2 ASSOCIATION RULES. The Association, acting through the Board of Directors may approve and distribute to Unit owners additional rules and regulation and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the Unit owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these By-Laws may be amended only as provided in Article X.

ARTICLE IX - General

9.1 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 ADDRESS The mailing address of the Association shall be 505 D'Onofrio Drive, Madison, Wisconsin 53719, until such time as Declarant has sold all Units in the Condominium, at which time a new mailing address may be designated by the Association.

9.3 SEAL. The Association shall have no seal.

ARTICLE X

Amendments

10.1 BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members at any meeting called for such purpose, by the affirmative vote of Unit owners having sixty-seven percent (67%) or more of the votes in the Association

10.2 RIGHTS OF DECLARANT. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws

ARTICLE XI

Miscellaneous

11.1 RECORD OF OWNERSHIP Every Unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 MORTGAGES Any Unit owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of the mortgagee and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

11.3 DISCLOSURE INFORMATION Within ten (10) days after a request by a Unit owner selling a Unit, the Association shall furnish a current set of documents necessary to comply with disclosure requirement of the Wisconsin Condominium Act. The Association may in such instance charge the selling Owner the actual costs of providing such documentation.

11.4 INDEMNIFICATION OF OFFICER AND DIRECTORS The Association shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889 inclusive of the Wisconsin Non-stock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Association to provide broader indemnification rights than prior to such amendment) indemnify, its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the

Association. The Association may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled wider any written agreement, board resolution, vote of the Members the Statute or otherwise. All capitalized terms used in this Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 18 1.0871 of the Statute.

The Association may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the Association would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

11.5 SUBORDINATION. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act , which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Act.

11.6 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit owners.

End of By-Laws

ARTICLES BELOW

ARTICLES OF INCORPORATION OF WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

OF

WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non- Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

Period of Existence

The period of existence of (he Association shall be perpetual.

ARTICLE III - Purposes

The purposes for which this Association is organized are as follows:

(a) To serve as an association of Unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the CONDOMINIUM DECLARATION OF WEST TOWNE CONDOMINIUMS as recorded in the Office of the Register of Deeds for Dane County, Wisconsin (hereinafter referred to as "Declaration"); (b) To serve as a means through which the Unit owners may collectively and efficiently dininiter, manager, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and (c) To engage in lawful activity included in and pernhjed under the Condominium Act and the Declaration within the Poses for which a non-stock non-profit corporation might be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV - Powers

The Association shall have and exercise all of the Powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law to the extent not inconsistent with the Condominium Ownership Act; or the Declaration, or the BY-Laws, including Without limitation, the following:

- (a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration.
- (b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to Properly effectuate the duties and responsibilities of the Association as set forth in the Declaration.
- (c) To maintain, repair, replace, reconstruct, operate and protect the Common elements and facilities and limited common elements as set forth in the Declaration.
- (d) To determine levy and collect assessments against the Unit owners and use the process thereof in the exercise of its Powers and duties, including Without Limitation, the payment of operating expense of the Association and the Common expenses relating to the maintenance, repair, replacement; reconstruction, operating and protection of the Common elements and facilities and limited common elements as described and set forth in the Declaration.
- (e) To enter into contracts on behalf of the Unit owner and act as agent of the Unit owners with regard to, among other things, common services as required for each Unit, utilities, and such other matters as may be determined by the members of the Association;
- (f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration.
- (g) To make and amend By-Laws and reasonable rules and regulations governing among other things, the use and operation of the Condominium property, in the manner provided by the Declaration.
- (h) To enforce by legal means the Provisions of the Condominium Ownership Act, the Declaration, the By-Laws assessments and liens against the Units, and any rules and regulations governing the use and operation of the condominium property
- (I) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and
- (j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V - Members

All owners of Units in WEST TOWNE CONDOMINIUM shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the By. Laws of the Association.

ARTICLE VI - Principal Office and Registered Agent

The location of the initial principal office of the Association shall be 505 D'Onofrio Drive, Madison,

Wisconsin 53719, and the initial registered agent at such address shall be Julie Isley.

ARTICLE VII - Directors

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Douglas Heltne
6641 Meadowlark Lane
Paradise Valley, AZ 85253

John Allen
321
Minneapolis, MN 55402

Julie Isley
505 D'Onofrio Drive
Madison, WI 53719

ARTICLE VIII - Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By Laws.

ARTICLE IX

Incorporator

The name and address of the incorporator of this Association is:

Kevin A. Delorey
Quarles & Brady LLP
One South Pinckney, Suite 600
Madison, Wisconsin 53703

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of WEST TOWNE CONDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to one or more organizations then described in LR.C. Sections 170(cX2), 501(c)(3), 2055(a)(2) and 2522(aX2) having purposes substantially similar to those of the Association (except that no private foundation as defined by LR.C. Section 509(a) shall be a recipient) or to one or more units or agencies of federal, state or local government to be used exclusively for public purposes, as the Board of Directors shall determine. Any of such assets not so distributed shall be distributed to one or more of such organizations as determined by the Circuit Court of the county in which the principal office of the Association is then located.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 21st day of July, 2004.

Kevin A. Delorey

AUTHENTICATION

Signature of Kevin A. Delorey, Incorporator of WEST TOWNE CONDOMINIUM OWNERS ASSOCIATION, INC., authenticated as of the 21st day of July, 2004.

Jennifer S. McGinnity

Title: Member, State Bar of Wisconsin

• (If not, _____

authorized by 706.06, Wis. Stats.)

This instrument was drafted by

Kevin A. Delorey

Quarles & Brady LLP

One South Pinckney Street, Suite 600

Madison, WI 53703

RULES BELOW

RULES AND REGULATIONS OF WEST TOWNE CONDOMINIUM

1. AUTHORITY.

A. All Unit owners in West Towne Condominium, in addition to any other obligation, duty, right or limitation imposed upon them by the Declaration and Plat of West Towne Condominium, the Articles of Incorporation and the Bylaws of the West Towne Condominium Owners Association, Inc. (the "Association"), and the Condominium Act, shall be subject to and agree to abide by the following Rules and Regulations (the "Rules").

B. These Rules may be reviewed periodically by the Board of Directors (the "Board") of the Association, and may be amended as necessary to better serve the members of the Association, as further provided in the Declaration and the Bylaws.

2. ENFORCEMENT

A. Complaints should be reported, in writing, to the Board or to an officer of the Association.

B. Minor infractions will be called to the attention of the person or persons involved by the management company. Repeated infractions and violations of a more serious nature will be referred to the Board for action.

C. Disagreements concerning complaints will be presented to the Board for adjudication and appropriate action, with enforcement by civil legal process, if necessary.

D. So long as the Declarant is marketing Units to initial purchasers, the provisions of these Rules do not apply to Declarant's use or occupancy of any Units, Limited Common Elements, or Common Elements in the Condominium.

E. ASSESSMENTS, FINES AND LEVIES

The Board of Directors is empowered to enforce all Rules and Regulations, By-Laws and Declaration of the Association and defined under the Association By-Laws and Rule #2 by such means as may be necessary and consistent with the By-Laws and Declaration.

Enforcement powers shall include, but not be limited to:

1. Assessing late payment fees for failure to pay monies due on time if not received or postmarked by the third day of the month.

2. Assessing fines for violations as specified in the By-Laws, Declaration, and Rules and Regulations.

3. Levying interest rates on past due amounts at the rate specified in the By-Laws. This will include all dues, fines, assessments, levies. or other monies due the Association and unpaid.

4. Publishing names of owners with unpaid fines or past due payments.

5. Enforcement actions for violations shall be taken by the Board or Management Company against owners, residents, lessees. and guests as follows:

- In most cases, a warning shall be issued the first time a violation occurs. No warnings will be given for Garbage/Refuse violations (Rule 12B) or for late payments described in Rule 2E. parts 1-3 above.

- Upon subsequent violations, a fine in the minimum amount of \$50 shall be levied.
- Fines may be daily or per occurrence. Fines may increase with each Violation committed by an owner, approved lessee, or guest.
- Unit owners, approved lessees, or guests may appeal the levying of any fines assessed by the Board of Directors within 10 days of the levy. Appeals must be in writing. The decision of the Board is final, and not subject to further appeal.
- The Madison Police, Madison Zoning Authority, or other municipal organizations may also be contacted to assist in the enforcement of all Rules, Regulations, and By-Laws as determined by the Board of Directors.

3. FACILITIES/GENERAL.

- A. The facilities of the Condominium are for the exclusive use of the Unit owners and lessees, and their guests and Invitees. No guest or invitee of an owner or lessee may use the facilities unless accompanied by an owner or lessee.
- B. These Rules and Regulations shall apply equally to Unit owners and lessees, and their families, guests and invitees. The Unit owners, lessees, their families, guests, and invitees agree to use the Units, Limited Common Elements, and Common Elements only in accordance with these Rules and such other reasonable Rules and Regulations as are promulgated from time to time by the Board of the Association for the use thereof.

4. SINGLE-FAMILY RESIDENCE/CHILDREN/NUMBER OF OCCUPANTS.

- A. No Unit shall be used for any purpose other than a single-family residence or dwelling.
- B. There are no restrictions with regard to children in residency, except all occupants under the age of eighteen (18) years shall conduct themselves in accordance with the Condominium documents under parental or guardian supervision.
- C. No Unit shall contain a number of occupants that is in excess of the number of occupants allowed under the applicable City of Madison zoning ordinances and regulations.
- D. The Association reserves the right to limit the number and length of stay of guests.

5. USE AND SAFETY REGULATIONS.

- A. No one shall permit any activity or keep anything in a Unit, the Common Elements, or the Limited Common Elements that would be a fire or health hazard or in any way tend to increase insurance rates.
- B. All Common Elements and Limited Common Elements must be kept free of personal property, rubbish, debris or other unsightly materials or anything that would present a safety hazard (with the exception of snow removal which is the responsibility of the Association).
- C. Unit owners and lessees shall be liable to the Association for the destruction, damage, or defacement of Common Elements or Limited Common Elements caused by their acts and omissions or the acts and

omissions of their families, guests or invitees.

D. Bicycles and other similar vehicles may be operated on the Condominium property, but must be kept in assigned areas when not in use.

E. Roller blading/skate boarding is prohibited in all common areas.

F. No smoking is allowed in those portions of the Common Elements within buildings. Persons smoking outside the buildings must stay far enough away from the buildings to prevent smoke from entering the buildings.

G. Barbecue grills are allowed on first floor cement patios but are prohibited on structures such as decks or balconies and cannot be used within 15 feet of any combustible material.

H. Dropping or throwing of any items from balconies is strictly prohibited. The only exception is for the removal of accumulated snow, which should be done with extreme caution to prevent injury or damage to persons or property below.

I. Unit owners and lessees must maintain a reasonable amount of heat in cold weather to prevent damage to the property. A Unit owner or lessee will be liable for any damage caused by such Unit owner's or lessee's failure to maintain adequate heat.

J. Unit owners are responsible for installing, maintaining and ensuring proper operation of smoke detectors in their Units.

K. Owners who wish to use the fireplaces in their Units shall have the chimneys and fireplaces serving their Unit inspected on an annual basis, and shall provide a copy of the inspection report to the Association. Only fuel approved by the Association may be burned in the Unit fireplaces. Paper and other trash may not be burned in the Unit fireplaces at any time.

6. EXTERIOR APPEARANCE. To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

A. No occupant of a Unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface of the Unit

B. No occupant may place any storm shutter, reflective film, awning or similar items on any balcony or exterior window or opening.

C. No occupant shall cause any signs of any nature whatsoever to be posted or affixed to any of the limited common elements or common elements, to the exterior of a Unit, or to any windows.

D. No occupant may erect or attach any structures or fixtures on the exterior of the building or in any of the Common Elements.

E. No clothing, bedding or other similar items shall be dried or aired in any outdoor area or Common Element, or within the Unit or any Limited Common Element if same can be seen from the Common Elements or the exterior of the buildings.

F. No draperies, shades, blinds, or the like shall be used except as shall have been approved by the Board of Directors. All draperies, shades, blinds, or the like visible from the exterior of the building shall be white or off-white in color or shall have white or off-white linings.

G. Antennas or satellite dishes may be installed only in accordance with FCC requirements and

restrictions.

H. Temporary seasonal decorations which are tasteful in nature and in good condition are permitted if they do not interfere with the integrity of the structures and do not obstruct or limit the use of or access to Common Elements.

7. INTERIOR APPEARANCE.

A. All Unit owners shall keep and maintain the interior of their respective Units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the Unit. All Limited Common Elements shall be kept clean and in good condition and repair by the Unit owners having the right of exclusive use thereof.

B. No occupant may make any structural additions or alterations to any Unit, Limited Common Elements, or Common Elements without prior written consent of the Board. Any required permits must be obtained for approved additions or alterations, and copies of the permits must be provided to the Association before the commencement of work.

8. SOLICITATION. There shall be no solicitation by any person anywhere in the buildings or the Common Elements for any cause whatsoever unless invited by the Unit owner to be solicited, or specifically authorized by the Board.

9. NOISE. All occupants of Units shall exercise extreme care about making noises or using musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants. Designated "quiet" hours are 11:00 p.m. to 8:00 a.m.

10. PETS.

A. The owner of each Unit may keep no more than one (1) pet, consisting of a dog or a cat weighing not more than 25 pounds, in his or her Unit. All dogs and cats must be neutered or spayed.

B. All pets that require a license must be licensed and must wear the appropriate tags to prove that they have received the necessary shots as required by law. Animals on the property without tags will be picked up by the proper municipal authority, and any fees involved will be charged to the pet's owner.

C. No pets may be housed, kenneled or kept in any Common Element or Limited Common Element. Pets may not be bed to a stake, chained on a balcony or patio, or otherwise left to roam in any Common Element or Limited Common Element. No outside enclosures, cages, houses or runs shall be permitted.

D. Any Unit owner who keeps a pet, or permits a pet to be kept in his or her Unit, shall be liable for all damage or injury to persons or property caused by such pet.

E. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium.

F. Pets must be leached or carried under the owner's arm at all times while on the Condominium

property outside of the Unit, and the pet owner shall immediately remove any animal droppings left by such owner's pet upon the Condominium property.

G. Guests are not permitted to bring pets of any kind onto the Condominium property.

H. Animal boarding or kenneling is expressly prohibited, whether or not for a fee.

11. GATEHOUSE BUILDING.

A. The Gatehouse Building is for the use of Unit owners and lessees and their guests and invitees. Unit owners and lessees are responsible for guest and invitee behavior.

B. A Unit owner or lessee may reserve the meeting and gathering spaces within the Gatehouse Building, as well as the sport court and outside gathering area, for private use by such owner or lessee and their families, guests and invitees. The Board may establish reasonable procedures and fees applicable to the reservation of space in the Gatehouse Building for private use.

C. No animals of any kind are permitted in the Gatehouse Building.

D. Gatehouse Building hours are from 8:00 am. to 11:00 p.m.

12. GARBAGE/REFUSE.

A. All garbage and refuse shall be deposited with care in garbage dumpsters intended for such purpose only at such times and in such manner as the Board will direct. Refuse and bagged garbage shall be deposited only in areas provided for such purposes. If recycling bins are provided for newspapers, plastics, bottles and cans, recycled items shall be sorted and placed in such bins.

B. Any owner or occupant who places for pickup and collection bulky items such as discarded household furniture and appliances will be charged an appropriate collection fee by the Association which shall not exceed the actual cost incurred by the Association for such pickup and collection.

13. ACCESS.

A. The Association will retain a pass key to each Unit. No Unit owner shall alter any lock or install a new lock on any door without the advance written consent of the Board. In the event a new lock is installed, the Unit owner shall provide the Association with a key for use by the Association pursuant to its right to access each Unit under the terms of the Declaration.

B. Except in case of emergency, the Association shall give notice of entry into a Unit or Limited Common Elements at least twelve (12) hours in advance of such entry. Notice may be written or given orally in person or over the telephone (including leaving a message on an answering machine or voice mail service).

14. FOOD AND BEVERAGES.

A. Food and beverages may be consumed in the Common Elements. Unit owners are responsible for leaving the Common Elements in a clean condition.

B. Outdoor cooking is restricted to areas designated for that purpose.

C. No glass containers may be used in the Common Elements.

15. VEHICLES AND PARKING.

A. No trucks (except pickups used primarily as personal transportation) or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Common Elements or Limited Common Elements unless approved by the Board. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services.

B. Automobiles shall be parked only in the parking spaces established for such purpose. Each Unit shall have a space designated for that Unit as a Limited Common Element. No one may park in a Unit's designated space without the express permission of the Unit's owner. As further set forth in the Declaration and the Bylaws, the Association Board of Directors shall establish procedures under which the Owner of a Unit who does not wish to use his or her parking space may rent that space, but only through the Association and only to the Owner of another Unit.

C. Inoperable vehicles are not permitted to be stored or parked on the Condominium property. All vehicles must be maintained and operated at all times in such a manner so as not to create a nuisance due to noise or exhaust emissions. 0. If an illegally parked vehicle is not removed from the Condominium property within 48 hours of notice to owner, said vehicle will be removed by towing at the owner's expense.

E. All vehicles must be moved as necessary to allow for snow removal.

F. All vehicles parked or operated on the property must have current valid license plates, and be legally registered by an appropriate state authority.

G. The speed limit on the property is 10 mph.

H. The repairing of vehicles on the premises is not permitted at any time.

16. Harassment

A. Discourse among residents, and between residents and the Board, will be conducted, and disputes will be handled, with civility, and if any resident resorts to any type of harassing behavior, then, at the Board's discretion, the resident will be subject to fines for each infraction.

17. Use of Association Property

A. Association-owned property, including, but not limited to, tools, equipment, and other items located within the gatehouse, sheds, and in other common areas, cannot be used, or removed from the common areas, by unit owners without the expressed, written consent of the Board. Failure to obtain such consent may result in fines, which may be levied on a daily basis until the Association-owned property is returned.

18. Authorization to act on behalf of Association

A. The Authorization to act on behalf of the Association rests entirely with the Board of Directors. Anyone purporting to have that authority without the expressed, written consent of the Board will be subject to fines, as well as responsible for any costs that result from falsely claiming such authority. This includes, but is not limited to, the contacting of contractors on behalf of the Association, as well as claiming to be a member of the Board, or claiming to hold any position of authority within the Association, when such claims are made without the expressed, written consent of the Board.

B. The interference with work that has been authorized by the Board shall also be an infraction punishable by the levying of fines. This includes, but is not limited to, work by Board members themselves, work by contractors, or work by individuals who have received written authorization from the Board. Any costs resulting from such interference will be the responsibility of the perpetrating party.

19. Prohibited Dogs

A. In addition to the 25 pound pet limit imposed by the Condominium Documents, the following dog breeds are strictly prohibited (as are any dogs that are a partial “mix” of one or more of these breeds): German Shepherd, Rottweiler, Pit Bull, Doberman Pincher, Akita, Chow, Presa Canario, Sharpei, Wolf Hybrids

Should a condo owner require the assistance (e.g. seeing-eye dog) of a dog belonging to one of the prohibited breeds, the owner must apply for a variance from the Association and provide to the Association a document attesting to the docility of the dog. Should any evidence arise that the assistance dog is dangerous, at the Board’s discretion, the variance may be revoked and the dog must be removed from the property within one week, and must not be allowed to return.

20. Rental/Shared Use of Parking Spaces

A. In accordance with section 6.2 of the Condominium Declaration, section 8.1.3 of the Condominium By-Laws, and Rules and Regulations section 15 subsection B, the following rule is in effect:

A unit owner may allow another unit owner to park in his or her assigned parking space, until and unless a complaint has been lodged by another resident regarding the arrangement. Once a complaint has been lodged, the unit owner who had been using the space must return to parking in their own assigned parking space.

Refusal to adhere to this rule will subject the vehicle owner to towing, at the vehicle owner’s expense.

21. Smoking

A. Smoking is prohibited inside the Gatehouse building, including the entryway and guest laundry room.

B. Smoking is prohibited within 25 feet of doors, patio doors, balconies, and

windows.

C. All cigarette butts need to be placed in a proper receptacle, not tossed onto the property.

D. Smoking is prohibited in the condominium units.

(1) A smoke-free policy preserves clean air to those who share walls with the individual who smokes.

(2) A smoke-free policy creates a safer environment by reducing fire risks.

(3) A smoke-free policy helps preserve the life and quality of the buildings

E. The determination of when any part of this rule has been violated will be up to the discretion of the Board of Directors.

End of Condo Documents