

**MAPLE WOOD CONDOMINIUM ASSOCIATION, INC.**  
**(Madison, WI 53704)**

**DISCLOSURE MATERIALS**

**DECLARATION  
TABLE OF CONTENTS**

	<u>PAGE</u>
Declaration ( <i>including Exhibits A-F</i> ) .....	B2
Second Amendment ( <i>including Exhibits A-E</i> ) .....	B43
Third Amendment ( <i>including Exhibits A-E</i> ) .....	B57
Fourth Amendment ( <i>Eleven, Paragraph (H) Parking (2) Inside</i> ) .....	B72
Fifth Amendment ( <i>change of boundaries of Building 5, Units 13&amp;14 Including Exhibits 1&amp;2 – see also Seventh Amendment</i> ).....	B74
Sixth Amendment ( <i>including Exhibits A-D</i> ) .....	B88
Seventh Amendment ( <i>separation of Building 6, Unit 5 Including Exhibits A&amp;B – see also Fifth Amendment</i> ) .....	B102
Eighth Amendment ( <i>including Exhibits A-D</i> ) .....	B111
Ninth Amendment ( <i>including Exhibits A-E</i> ) .....	B125
Tenth Amendment ( <i>enlargement/elimination/reduction of Building 3, Units 1, 2&amp;3, respectively AND change of boundaries of Building 2, Units 18, 19, 28 &amp; 29 including Exhibits A&amp;B</i> ) .....	B146
Transcription of Unit Owners Percent Interest in Common Elements .....	B157

DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 1980, by PDT Partnership, a general partnership organized and existing under the laws of the State of Wisconsin and having its principal place of business at Verona, Wisconsin, (hereinafter referred to as "Declarant") pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (1977), (hereinafter referred to as the "Condominium Ownership Act").

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain Property located in the City of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Declarant has caused a Condominium Plat to be prepared which describes the building and other improvements constructed upon the Property described in Exhibit A; and

WHEREAS, Declarant intends by making this Declaration and the aforesaid Condominium Plat and filing the same with the Office of the Register of Deeds for Dane County, Wisconsin, to subject the Property described in Exhibit A and the building and other improvements constructed thereon to the provisions of the Condominium Ownership Act and this Declaration; and

WHEREAS, Declarant shall incorporate Maple Wood Condominium Association, Inc., under the laws of the State of Wisconsin as a nonstock, nonprofit corporation for the purpose of governing the affairs of the Condominium hereby created; and

WHEREAS, Declarant desires to reserve the right to hereafter expand this Condominium, by subjecting to this Declaration Additional Property located in the City of Madison, Dane County, Wisconsin, and more particularly described in Exhibit B attached hereto and incorporated herein by reference;

NOW, THEREFORE, Declarant does hereby publish and declare that the Property herein described in Exhibit A, and the building and other improvements constructed thereon, and such Additional Property as may hereafter be subjected to this Declaration by the filing of one or more amendments to this Declaration, shall be

held, conveyed, encumbered, leased, rented, used and occupied subject to all covenants, conditions, restrictions and easements, as hereinafter set forth.

## SECTION ONE

### NAME AND ADDRESS

The name of this Condominium is Maple Wood Condominium Homes, and it is located in the City of Madison, Dane County, Wisconsin.

## SECTION TWO

### DEFINITIONS

The following definitions shall apply to this Declaration:

(A) Additional Property means one or more of those parcels described in Exhibit B attached hereto and incorporated herein by reference, which may be added to this Condominium as provided in Section Twelve at the option of the Declarant or its successors or assigns.

(B) Association means Maple Wood Condominium Association, Inc., which shall be a nonstock, nonprofit corporation organized under the laws of the State of Wisconsin, through which the Unit Owners shall act as a group in accordance with its Articles of Incorporation, Bylaws, this Declaration, the Condominium Ownership Act and The Wisconsin Nonstock Corporation Law.

(C) Common Elements mean all of the Condominium except its Units.

(D) Common Expenses and Common Surpluses mean the expenses and surpluses of the Association.

(E) Condominium means Property made subject to this Declaration on this date or hereafter by amendments to this Declaration.

(F) Condominium Instruments mean the Declaration and Condominium Plat of this Condominium.

(G) Condominium Plat means the survey maps and diagrammatic floor plans of this Condominium and the outlines of the land, buildings, and other Common Elements of Additional Property, as originally recorded and as amended from time to time.

(H) Declaration means this instrument as executed and recorded by the Declarant and as amended from time to time.

(I) Limited Common Elements mean those Common Elements identified in this Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

(J) Mortgagee means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

(K) Person means an individual, corporation, partnership, association, trustee or other legal entity.

(L) Property means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

(M) Unit means that part of the Condominium intended for independent use as described in Section Four (B) below. A Unit may include two or more noncontiguous areas.

(N) Unit Number means the number, letter or combination thereof, identifying a Unit in this Declaration.

(O) Unit Owner means a person, combination of persons, partnership or corporation who holds legal title to a Unit or has equitable ownership as a land contract vendee.

(P) The Wisconsin Nonstock Corporation Law refers to Chapter 181, Wisconsin Statutes (1977) as amended from time to time.

### SECTION THREE

#### DESCRIPTION OF LAND

(A) Land Subject To This Declaration. The land which is subject to the provisions of this Declaration is located in the City of Madison, Dane County, Wisconsin, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

(B) Reservation of Access Easement. The Declarant expressly reserves from the grant of Paragraph (A) for itself, its successors, and assigns an easement over the Condominium Property for ingress to and egress from Parcels 2 through 14 of the Additional Property, which easement is more particularly described on Exhibit F attached hereto and incorporated herein by reference.

(C) Additional Property Which May Be Added To Condominium. The Additional Property which may be subjected to the provisions of this Declaration as provided in Section Twelve is located in the City of Madison, Dane County, Wisconsin, and is more particularly described in parcels in Exhibit B attached hereto and incorporated herein by reference.

#### SECTION FOUR

##### DESCRIPTION OF UNITS

(A) Units Subject To This Declaration. A building shall be located on the land described in Exhibit A which shall contain 7 Units. A survey map of the land showing the location of this building is attached hereto as Exhibit C and incorporated herein by reference. A set of floor plans for this building showing the layout, Unit Number and dimensions of each of the 7 Units is attached hereto as Exhibit D and incorporated herein by reference.

(B) Boundaries Of Units. The boundaries of each Unit are as follows:

(1) The upper boundary is the horizontal plane of the undecorated finished ceiling extended to an intersection with the perimetrical boundaries;

(2) The lower boundary is the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries;

(3) The perimetrical boundaries are the vertical planes of the undecorated finished interior of the perimeter walls extending to intersections with each other and with the upper and lower boundaries;

(4) Surfaces included in Unit. Each Unit Owner shall own the inner finished surfaces of the walls (drywall), floors (concrete), ceilings (drywall), windows and doors bounding his or her respective Unit. In the case of a Unit with more than one floor level, the boundaries delineated by (1), (2), and (3) above shall apply to each floor level, and the lower boundary of the areas with stairs shall be the undecorated finished stairs in both the vertical and horizontal planes.

(5) Utility and structural components not included in Unit. No Unit Owner shall own any electrical, plumbing, gas, heating, air conditioning, telephonic or structural components

running through his or her Unit which serve more than his or her Unit.

(C) Reallocation Of Boundaries And Separation Of Units. The boundaries between adjoining Units may be reallocated or one Unit may be separated into two or more Units upon compliance with the provisions of the Condominium Ownership Act.

(D) Additional Units Which May Be Added To Condominium. The maximum number of Units which may hereafter be added to this Condominium as provided in Section Twelve shall be 230.

## SECTION FIVE

### DESCRIPTION OF COMMON ELEMENTS

(A) Common Elements. The Common Elements include the land and all other parts of the Condominium not contained within the Units including, but not limited to, any electrical, plumbing, heating, air conditioning, telephonic or structural components which serve more than one Unit and any corridors, halls, stairways, entrances, exits, lobbies, chutes, basements, utility rooms, storage areas, roofs and building exteriors, and any floors, ceilings, and perimeter walls (other than interior finished surfaces thereof located within the Units) and any outside walkways, driveways, yards, parking areas, landscaping, garages, and trash facilities.

(B) Limited Common Elements. Each Unit Owner shall be entitled to the exclusive possession and use of any patio, balcony or storage area which is expressly designated as being a Limited Common Element restricted to use by his or her Unit on the Condominium Plat or in the floor plans attached hereto as Exhibit D and incorporated herein by reference, subject to all Bylaws established by the Association.

(C) Common Elements Upon Expansion Of Condominium. The Common Elements hereby subjected to this Declaration shall be included as Common Elements for the entire Condominium if Additional Property is added to the Condominium as provided in Section Twelve. Furthermore, any Common Elements in such Additional Property shall serve as Common Elements for the entire Condominium if such Additional Property is added to the Condominium, except as otherwise provided in Section Twelve (E) or in any other provisions of this Declaration or in any Bylaws of the Association.

## SECTION SIX

### PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT

(A) Percentage Interests Of Unit Owners. Each Unit Owner shall have an undivided percentage interest in the Common Elements equal to the percentage obtained by dividing the square footage of such Unit Owner's Unit by the sum of the square footage of all of the Units in the Condominium. The present percentage interest of each of the Unit Owners of Units located in the building described in Exhibit C is shown on Exhibit E attached hereto and incorporated herein by reference.

(B) Conveyance, Lease Or Encumbrance Of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements even though such interest is not expressly described or referred to therein.

(C) Percentage Interests Upon Reallocation Or Separation. Upon the reallocation of boundaries of Units or separation of a Unit pursuant to Section Four (C), the percentage interests of the Unit Owners of such reallocated or separated Units shall be reallocated between such Unit Owners in proportion to the square footage of their respective Units after such reallocation or separation.

(D) Percentage Interests Of Unit Owners Upon Expansion Of Condominium. In the event that this Condominium is hereafter expanded as provided in Section Twelve, each Unit Owner of a Unit in the expanded Condominium shall have an undivided percentage interest in the Common Elements of the Condominium equal to the percentage obtained by dividing the square footage of such Unit Owner's Unit by the sum of the square footage of all of the Units in the expanded Condominium. Any and all amendments to this Declaration which may hereafter be recorded pursuant to Section Twelve shall show the percentage interest of each Unit Owner calculated according to the formula herein provided.

## SECTION SEVEN

### MEMBERSHIP IN ASSOCIATION, VOTING RIGHTS AND DECLARANT CONTROL

(A) Membership In Association. Every Unit Owner shall be a member of the Association. In the event that this Condominium is

expanded as provided in Section Twelve, each of the Unit Owners of Units added to the expanded Condominium shall be members of the Association.

(B) Powers And Responsibilities Of Association. Subject to Paragraph (D), the affairs of this Condominium shall be governed by the Association. The powers and duties of the Association shall include those set forth in its Articles of Incorporation, Bylaws, the Condominium Ownership Act, this Declaration and The Wisconsin Nonstock Corporation Law.

(C) Voting Rights.

(1) Number of votes. One vote shall appertain to each Unit. Subject to Paragraph (D), at any meeting of the members of the Association each Unit Owner, either in person or by proxy, shall be entitled to cast the one vote appertaining to his or her respective Unit.

(2) Multiple owners. If there are multiple owners of any Unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. If less than all of multiple owners of a Unit is present or votes by proxy at a meeting of the Association, such owners shall be entitled to cast the vote allocated to that Unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners files a statement with the Secretary of the Association stating that the vote is not unanimous among the multiple owners.

(3) Limitations on voting rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until his or her name and current mailing address and the name and address of the Mortgagee of his or her Unit, if any, has been furnished to the Secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of Condominium lien on his or her Unit and the amount necessary to release the lien has not been paid at the time of the voting.

(4) Votes upon reallocation or separation. Upon the reallocation of boundaries of Units or separation of a Unit pursuant to Section Four (C), one vote shall appertain to each Unit existing after such reallocation or separation.



(D) Declarant Control. Except as provided in paragraph (E), the Declarant shall have the right to appoint and remove directors and officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association, its Board of Directors and its officers by its Articles of Incorporation, Bylaws, the Condominium Ownership Act, this Declaration and The Wisconsin Nonstock Corporation Law from the date that the first Unit of this Condominium is conveyed by the Declarant to any other Person until the earlier of: (1) ten years from such date; or (2) thirty days after the conveyance of 75 percent of the Common Element interest to purchasers; or (3) upon the Declarant's election to waive its right of control.

(E) Meeting To Elect Directors. Prior to the conveyance of 25 percent of the Common Element interest of this Condominium to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25 percent of the directors on the Board of Directors. Prior to the conveyance of 50 percent of the Common Element interest of this Condominium to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 33 1/3 percent of the directors on the Board of Directors.

(F) Calculation Of Percentage. The percentage of Common Element interest conveyed to purchasers under Paragraphs (D) and (E) shall be calculated by dividing the sum of the square footage of all of the Units conveyed to purchasers by the sum of the square footage of all of the Units which the Declarant has built, is building and has reserved the right to build as provided in Section Twelve.

## SECTION EIGHT

### USE OF THE UNITS AND COMMON ELEMENTS

(A) Use And Restrictions On Use Of Unit. Each Unit is intended for residential use only as presently or hereafter defined and permitted by the applicable zoning ordinance of the City of Madison, and each Unit is restricted to that use. Each Unit Owner shall have exclusive ownership and possession of his or her Unit subject to the provisions of this Declaration, the Condominium Ownership Act, and the Bylaws of the Association.

(B) Common Elements And Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners, subject to the provisions of this Declaration, the Condominium Ownership Act,

and the Bylaws of the Association. Limited Common Elements may be used only by the Unit Owners of the Units to which their use is limited.

(C) Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is unlawful or annoying to residents or interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of his or her Unit or make any use of the Common Elements that increases the cost of insurance upon the Condominium Property.

## SECTION NINE

### AGENT FOR SERVICE OF PROCESS

(A) Initial Agent. Taff and Taff Builders, Inc., a Wisconsin corporation, whose address is 601 North Sherman Avenue, Madison, WI 54704, is hereby designated as the agent to receive service of process in any action against the Association or in any action which arises through any cause relating to the Common Elements.

(B) Change of Agent. The Board of Directors of the Association may at any time by duly adopted resolution designate a different agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of the registered agent and address with the Office of the Secretary of State as provided in The Wisconsin Nonstock Corporation Law.

## SECTION TEN

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

(A) Determination To Reconstruct Or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged Property shall be repaired or reconstructed except as herein specifically provided otherwise. If the cost to repair or reconstruct the damaged Property is greater than the available insurance proceeds, the damaged Property shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction cost estimates, the Unit Owners having 75 percent or more of the votes

shall consent in writing not to repair or reconstruct the damaged Property.

(B) Plans And Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans and specifications contained in the Condominium Instruments, unless:

(1) 75 percent of the Unit Owners and Mortgagees shall authorize a variance from such plans and specifications in the case of reconstruction of or repair to the Common Elements; or

(2) the Board of Directors of the Association and the Unit Owners of the damaged Units shall authorize a variance from such plans and specifications in the case of reconstruction of or repair to any of the Units.

In the event that a variance is authorized as provided above from the maps, plans and specifications contained in the Condominium Instruments, an amendment to the Condominium Instruments shall be recorded by the Association setting forth such authorized variance. Provisions contained elsewhere in this Declaration with regard to reallocation of boundaries and separation of Units shall, where appropriate, apply to this Section.

(C) Responsibility For Repair. In all cases after a casualty has occurred which is insured by the Association as provided in Section Eleven (A), the responsibility for repair and reconstruction shall be that of the Association.

(D) Estimates Of Costs. Immediately after any Property is damaged or destroyed for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(E) Construction Fund. Insurance proceeds held by the Association as Trustee pursuant to Section Eleven (A) shall first be disbursed by the Association for the repair or reconstruction of the Common Elements and shall next be disbursed by the Association for the repair or reconstruction of the insured portions of damaged Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements which were made to any Unit subsequent to the initial sale of the Unit by the Declarant or any personal property of any Unit Owner.

(F) Assessments For Deficiencies In Construction Fund. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if

at any time during reconstruction or repair or upon completion of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. Such assessments against Unit Owners for damage to their Units shall be in proportion to the cost of reconstruction and repair of their respective Units. All assessed funds shall be held and disbursed by the Association as Trustee for each of the Unit Owners and Mortgagees of Units involved.

(G) Surplus In Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction or repair of any Units for which the fund is established, such balance shall be proportionately distributed to the Unit Owners of such Units to the extent that such balance is due to an excess in assessment levied against such Unit Owners for the cost of reconstruction or repair to their respective Units. In all other cases in which there is a balance in a construction fund after payment of all costs of reconstruction or repair, such balance shall constitute a Common Surplus and shall be held or distributed in the manner herein provided for such funds.

(H) Partition And Sale Upon Consent. If the Unit Owners having 75 percent or more of the votes consent in writing to subject the Condominium to an action for partition, the Property shall be subject to an action for partition, in which event the net proceeds of sale together with any net proceeds of the insurance on the Property shall be considered as one fund and shall be divided among the Unit Owners in proportion to their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

## SECTION ELEVEN

### GENERAL PROVISIONS

(A) Fire And Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and extended loss insurance coverage for the entire Condominium for not less than the full replacement value thereof, except that the Association shall not be required to obtain personal property insurance covering any personal property owned by any Unit Owner, nor shall the Association be required to obtain

any insurance coverage for any improvements to any Unit which were made subsequent to the initial sale of the Unit by the Declarant. Insurance coverage shall be reviewed and adjusted by the Board of Directors from time to time to insure that the required coverage is at all times provided. The insurance shall be written on the Condominium in the name of the Board of Directors as Trustee for each of the Unit Owners and their Mortgagees in the percentages established in this Declaration. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure his or her own Unit for personal benefit, provided that such Unit Owner's own insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association as Trustee for each of the Unit Owners and their Mortgagees and distributed as provided in Section Ten.

(B) Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain liability insurance coverage for the Condominium insuring all claims commonly insured against. The insurance coverage shall be written on the Condominium in the name of the Association as Trustee for each of the Unit Owners in the percentages established in this Declaration. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure his or her own Unit for personal benefit, provided that such Unit Owner's own insurance coverage shall be excess coverage only and the insurance obtained by the Association, as herein required, shall at all times be primary coverage.

(C) Maintenance And Repairs. The Association shall have the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair. Expenses incurred in this regard shall be Common Expenses. Each Unit Owner shall be responsible for the maintenance and repair of his or her Unit, except for any repairs due to damage insured by the Association as provided in Paragraph (A) of this Section.

(D) Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium and its own administration shall be Common Expenses (including, but not limited to, insurance premiums, costs of repair to and maintenance of Common Elements, improvements to Common Elements, common services provided to Unit Owners such as heat and municipal water and sewer service, costs of equipment, materials, and supplies, and salaries, wages or other compensation for services provided to the Association by any professionals, independent contractors, agents or employees).

(E) General Assessments. The Association may from time to time levy general assessments against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. Such general assessments shall be levied against the Unit Owners in proportion to their percentage interests in the Common Elements. Assessments shall be paid monthly in advance, or in such other convenient installments as the Association may determine from time to time. In the event that any Unit Owner fails to pay any general assessment within 30 days of the due date, the same shall constitute a lien on his or her Unit if a statement of lien is filed within two years after the assessment becomes due as provided in the Condominium Ownership Act. Any assessment not paid when due shall bear interest from the due date until paid at the rate set forth in the Bylaws.

(F) Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments against the Unit Owners for the cost of maintaining the Limited Common Elements which are restricted to use by their respective Units, or for the purposes set forth in Section Ten (F), Paragraphs (H), (I) and (J) of this Section, or for the purpose of defraying the cost of any improvement to the Common Elements, or for the purpose of balancing operational deficits of the Association, or for any other purpose for which the Association may determine a special assessment is necessary or appropriate. Special assessments shall be paid at such time or times in a lump sum or in installments as the Association may determine. In the event a Unit Owner fails to pay any special assessment within 30 days of the due date, the same shall constitute a lien on his or her Unit if a statement of lien is filed within two years after the assessment becomes due as provided in the Condominium Ownership Act. Any assessment not paid when due shall bear interest from the due date until paid at the rate set forth in the Bylaws.

(G) Common Surpluses. In the event that Common Surpluses should be accumulated, such Common Surpluses may be credited to the Unit Owners' assessments for Common Expenses in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

(H) Parking.

(1) Outside parking. Outside parking spaces are located in the Condominium which are not identified by number or otherwise. These parking spaces are available for general use by Unit Owners and their tenants and guests and by the Association and its agents and employees. If it so chooses, the Association may at any time number or otherwise identify

some or all of these parking spaces and reserve the parking spaces so identified for the exclusive use of individual Unit Owners or agents or employees of the Association on an annual basis or for any period which the Association may determine. The Association may levy a special assessment against any Unit Owner for whom the Association reserves any outside parking spaces.

(2) Inside Parking. All Unit Owners shall be entitled to the exclusive use of at least one inside parking space for the duration of their ownership of a Unit. At the time of Declarant's initial sale of each Unit, the Unit purchaser may select an inside parking space not already assigned to another Unit Owner and shall, at closing, receive a guaranty, issued by the President of the Association, which shall entitle him to the exclusive use of the selected inside parking space for as long as he owns his Unit, and which shall, upon any resales or other subsequent conveyances of the Unit and upon assignment of the guaranty from grantor to grantee, also entitle each grantee of the Unit to the exclusive use of the inside parking space for the duration of his ownership of the Unit (hereinafter "Parking Guaranty"). In the event an initial Unit purchaser requests more than one inside parking space, he shall receive a Parking Guaranty for one space and a permit, issued by the Association's President, entitling him to the use of a second inside parking space, providing one is available, until such time his name is drawn, by lottery, by the Association on behalf of a Unit Owner who does not already have the exclusive use of an inside parking space and who has requested the same (hereinafter "Parking Permit"). Within sixty (60) days of such request, the Association shall draw, from the names of all Unit Owners who have a Parking Permit for a second inside parking space located in the building in which the requesting Unit Owner resides, the name of one such Unit Owner whose Parking Permit shall be terminated and whose second parking space shall then be assigned by Parking Guaranty to the requesting Unit Owner. Any Unit Owner may relinquish any parking space assigned to him upon at least sixty (60) days' written notice to the Association, but any such Unit Owner may not then request any assigned inside parking within one year of the date of said notice. Such relinquished parking space shall be assigned by Parking Guaranty to any Unit Owner without the exclusive use of an inside parking space who has requested the same within said sixty (60) day period, or by Parking Permit to the first Unit Owner on the waiting list maintained by the Association of Unit Owners desiring a second inside parking space. Unit Owners shall be specially assessed by the Association for the exclusive use of each inside parking space assigned to them and the assessment amount per parking space shall be equal for all spaces assigned to Unit Owners. The Association may rent inside

parking spaces not assigned to Unit Owners to non-Unit Owners on a month-to-month basis for a fee, but shall at all times give priority to Unit Owners in all parking allocation matters.

(I) Utilities. Each Unit Owner shall pay for his or her own utilities which are separately metered and/or billed to the Unit Owner by the utility companies serving the Unit. Utility expenses for the Condominium which are not separately billed by the utility companies to the Unit Owners shall be Common Expenses, except that the expenses for heating each Unit shall be assessed against the Unit Owners by the Association as special assessments and not general assessments. The Association shall specially assess each Unit Owner for the expense of heating his or her Unit based on the hot water meter reading of the heating system for such Unit. Special assessments for heating expenses shall be made monthly and shall be payable within ten days of the date of assessment or in such other manner and at such other times as the Association may from time to time designate.

(J) Damage Due To Negligence Not Paid For By Insurance. If due to a negligent act or omission of a Unit Owner or a member of his or her household or household pet or an agent, employee, lessee or guest of such Unit Owner, damage is caused to the Common Elements, such Unit Owner shall be liable to the Association for such damage and shall be specially assessed by the Association for the costs of repair to or reconstruction of the Common Elements on account of such damage, except that such Unit Owner shall not be liable to the Association for such damage and shall be specially assessed by the Association for the costs of repair to or reconstruction of the Common Elements on account of such damage, except that such Unit Owner shall not be liable for the cost of repair or reconstruction which is paid for under a policy of insurance held by the Association.

(K) Declarant Access During Construction Of Improvements. During any period of construction of buildings and other improvements on Condominium or Additional Property by the Declarant, the Declarant and its contractors and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation or construction of utilities, driveways, parking areas, landscaping, and other improvements over, under, or upon the Common Elements to service all or any part of the Condominium or Additional Property.

(L) Use Of Units For Sales Or Management Offices. During the period in which sales of Units by the Declarant are in process, the Declarant may display signs and may occupy or grant permission to any agent to occupy one or more Units for business or promotional purposes, including sales and management activities, sales offices, model Units for display and management offices, provided that such activities do not unreasonably interfere with the quiet enjoyment of the Condominium by any Unit Owner.



(M) Amendment. Except as provided in Section Twelve, this Declaration may be amended with the written consent of not less than 75 percent of the Unit Owners and Mortgagees, provided, however, that as long as the Declarant controls the Association as provided in Section Seven (D), no amendment shall be effective without the written consent of the Declarant.

(N) No Waiver Of Rights. The failure at any time of the Declarant, the Association or any Unit Owner to enforce any provision of this Declaration or the Bylaws of the Association shall not constitute a waiver of the right to do so thereafter.

(O) Interpretation. This Declaration shall be interpreted to comply with the Condominium Ownership Act. The invalidity of any provision of this Declaration or any part of any provision shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions or portions of the provisions of this Declaration. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provision of the Condominium Ownership Act.

(P) Assessments Against Declarant During Construction Of Units. Whenever Units which are not yet constructed are subjected to this Declaration, all non-Declarant Unit Owners shall pay a monthly general assessment equal to the amount set forth in the estimated budget for that year (as revised in the case of Condominium expansion). Declarant shall be liable each month only for the amount by which the actual Condominium expenses exceed the assessments paid by the non-Declarant Unit Owners until such time as occupancy permits are issued on newly constructed Units. Upon issuance of the occupancy permit for any newly constructed Unit, the Unit Owner, whether Declarant or a non-Declarant Owner, shall thereafter be liable to the Association for all monthly assessments becoming due and payable.

## SECTION TWELVE

### RESERVATION OF RIGHT TO EXPAND CONDOMINIUM

(A) Reservation Of Right To Expand Condominium. The Declarant or its successors or assigns shall, for a period of 10 years from the date of the recording of this Declaration with the Office of the Register of Deeds for Dane County, Wisconsin, have the right, at its option and in its discretion, to expand this Condominium by subjecting one or more parcels of Additional Property to this Declaration. Under no circumstances shall this Declaration in any way be construed to obligate the Declarant, its successors or assigns to expand this Condominium by subjecting any Additional Property to this Declaration.

(B) Description Of Additional Property. The Additional Property which may be subjected to this Declaration is more particularly described in parcels on Exhibit B attached hereto and incorporated herein by reference. The Declarant holds title to Parcel Nos. 2 and 3 of this Additional Property. Parcel Nos. 4 through 14 of this Additional Property are being purchased by the Declarant under a land contract. One or more of the parcels of Additional Property may be added to this Condominium in any sequence and at any time by the Declarant within 10 years of the date of the recording of this Declaration by recording one or more amendments to this Declaration as provided in Paragraph (H) of this Section.

(C) Maximum Units. The maximum number of Units which may be constructed by the Declarant on the Additional Property and added to this Condominium is 230.

(D) Percentage Interests In Common Elements, Rights To Common Surpluses And Liabilities For Common Expenses. In the event that the Declarant exercises its right to expand this Condominium, the percentage of undivided interests in the Common Elements shall be reallocated between the Unit Owners so that each Unit Owner in the expanded Condominium shall have a percentage interest equal to the percentage obtained by dividing the square footage of his or her Unit by the sum of the square footage of all of the Units in the expanded Condominium. Such Unit Owner's right to Common Surpluses and liability for Common Expenses shall thereafter be in proportion to his or her reallocated percentage interest in the Common Elements, except as otherwise provided in Section Eleven (F).

(E) Recreational Facilities. The Declarant may elect to construct recreational facilities upon Additional Property. In the event that such recreational facilities are constructed, the Declarant may elect to declare such facilities to be Limited Common Elements for the use of Unit Owners who purchase a Limited Common Element interest in such facilities from the Declarant or its successors or assigns, or the Declarant may elect to form a corporation, association, or other entity to own and/or operate such facilities and limit the use of such facilities to Unit Owners who lease or pay user fees for such facilities or who become members of such corporation, association or entity, or the Declarant may elect to declare such facilities to be Common Elements upon the purchase of such facilities by the Association. Unit Owners shall have only such rights to use these recreational facilities and only such liability for the expenses related to these facilities as shall hereafter be specified in the Declaration and Bylaws of the Association as amended.





known to be the persons who executed the foregoing instrument and acknowledged the same.

Dianne L. Lane  
Notary Public  
My Commission June 7, 1981

CONSENT AND AGREEMENT OF MORTGAGE HOLDER

The undersigned, Commercial Marine Bank, formerly known as Commercial State Bank, a Wisconsin corporation with offices at Madison, Wisconsin, is the mortgagee under a certain mortgage executed by the Declarant and recorded in the office of the Register of Deeds for Dane County, Wisconsin, in Volume 1037, at page 585 as Document No. 1610552, which mortgage covers some of the lands described in Exhibit A attached hereto and incorporated herein by reference. The undersigned has read the foregoing Declaration and hereby consents to the execution and recording of the same and agrees to abide by the provisions of the Declaration and the Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The undersigned further acknowledges and agrees that it shall release, by partial release, any Unit and the undivided interest in the Common Elements appurtenant thereto from the lien of the undersigned's mortgage above referred to, upon payment to the undersigned of the lesser of the balance due and owing under said mortgage or the following sum with respect to said Unit:

<u>Unit No.</u>	<u>Amount</u>
1513-1	\$31,920
1513-2	\$37,200
1513-3	\$37,200
1513-4	\$60,000
1513-5	\$44,000
1513-6	\$51,360
1513-7	\$55,920

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated this 17 day of July, 1980.

COMMERCIAL MARINE BANK

By: [Signature]  
Vice President

ATTEST:

By: [Signature]  
Assoc. Cashier ~~Secretary~~

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me, this 17th day of July, 1980, Mark D. Musser, Vice President, and OPM D. Prochnow, Secretary, of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

[Signature]  
Notary Public  
My Commission EXPIRES = 8/10/80

This Instrument Drafted By:  
Attorney Robert K. Aberg



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE  
 MADISON, WISCONSIN 53711  
 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brooksma, P.E.  
 Thomas E. Iverson, P.E.  
 Robert T. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmelz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Steller, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Menert, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 1

A parcel of land being Lot 4 and part of Lot 5, Paul A. Roth Plat, and part of Lot 2 and part of vacated Aberg Avenue, Northgate Annex, located in SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 1.48 feet to the point of beginning; thence S89°50'21"W, 183.50 feet; thence N00°09'39"W, 180.72 feet; thence S89°50'21"W, 65.83 feet; thence N00°20'44"W, 140.44 feet to the South line of Steensland Drive; thence along said South line N89°56'30"E, 119.97 feet; thence S00°19'30"E, 260.95 feet; thence N89°50'21"E, 129.22 feet; thence S00°02'52"W, 27.32 feet; thence S00°04'36"E, 32.68 feet to the point of beginning.

This parcel contains 34,395 Square Feet.

S-79122

July 8, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Rabarding, P.E.  
 Douglas L. Brooksma, P.E.  
 Thomas E. Iverson, P.E.  
 Robert T. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Stetter, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Menert, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 2

A parcel of land being Lot 6 and part of Lot 5, Paul A. Roth Plat and part of Lot 2, Northgate Annex and a part of the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 1,008.79 feet; thence continuing along said West line N00°02'52"E, 149.08 feet to the point of beginning; thence S82°59'13"W, 147.52 feet; thence N00°19'30"W, 156.82 feet to the South line of Steensland Drive; thence along said South line N89°56'30"E, 147.41 feet to the West line of Sherman Avenue; thence along said West line S00°02'52"W, 138.96 feet to the point of beginning.

This parcel contains 21,730 Square Feet.

S-79122

July 9, 1980





ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Poulton, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brookman, P.E.  
 Thomas E. Iverson, P.E.  
 Robert T. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Stetter, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Meinert, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 3

A parcel of land being Lot 7, Paul A. Roth Plat, part of Lot 2, Northgate Annex, and part of the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 1,008.79 feet; thence continuing along said West line N00°02'52"E, 42.30 feet to the point of beginning, said point being a point of curve; thence Southwesterly on a curve to the right which has a radius of 15.00 feet and a chord which bears S44°56'36.5"W, 21.17 feet to the point of tangency; thence S89°50'21"W, 130.77 feet; thence N00°19'30"W, 104.13 feet; thence N82°59'13"E, 147.52 feet to the West line of Sherman Avenue; thence along said West line S00°02'52"W, 106.78 feet to the point of beginning.

This parcel contains 16,449 Square Feet.

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brooksma, P.E.  
 Thomas E. Iverson, P.E.  
 Robert I. Glorven, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nimmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Stetter, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Meiner, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 4

A parcel of land being part of Lot 2 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 184.98 feet to the point of beginning; thence continuing S89°50'21"W, 117.00 feet; thence N00°09'39"W, 190.73 feet; thence N89°51'27"E, 51.13 feet; thence S00°20'44"E, 10.00 feet; thence N89°50'21"E, 65.83 feet; thence S00°09'39"E, 180.72 feet to the point of beginning.

This parcel contains 21,656 Square Feet.

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Raberding, P.E.  
 Douglas L. Brooksma, P.E.  
 Thomas E. Iverson, P.E.  
 Robert T. Giemen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmelz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Stetec, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Melner, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 5

A parcel of land being part of Lots 1, 2 and 5 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 301.98 feet to the point of beginning; thence continuing S89°50'21"W, 67.87 feet; thence S64°38'42"W, 63.54 feet; thence N00°09'39"W, 122.15 feet; thence N25°03'56"W, 105.50 feet; thence N89°51'27"E, 169.80 feet; thence S00°09'39"E, 190.73 feet to the point of beginning.

This parcel contains 26,818 Square Feet.

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brookema, P.E.  
 Thomas E. Iverson, P.E.  
 Robert I. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Stetter, P.E.  
 J. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Melner, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 6

A parcel of land being part of Lots 1 and 5 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 369.85 feet; thence S64°38'42"W, 63.54 feet to the point of beginning; thence continuing S64°38'42"W, 159.42 feet to the Easterly line of the Chicago and Northwestern Railroad; thence along said Easterly line N24°24'38"W, 300.00 feet; thence N89°52'33"E, 201.86 feet; thence N30°52'00"W, 14.32 feet; thence N89°51'27"E, 28.50 feet; thence S25°03'56"E, 105.50 feet; thence S00°09'39"E, 122.15 feet to the point of beginning.

This parcel contains 50,120 Square Feet.

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., LS  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brooksma, P.E.  
 Thomas E. Iverson, P.E.  
 Robert T. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Stetter, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, LS  
 Richard L. Meinert, LS

MAPLE WOOD CONDOMINIUM  
 PARCEL 7

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 369.85 feet; thence S64°38'42"W, 79.66 feet to the point of beginning; thence S22°24'38"E, 151.25 feet; thence S65°35'22"W, 138.00 feet to the Easterly line of the Chicago and Northwestern Railroad; thence along said Easterly line N24°24'38"W, 148.79 feet; thence N64°38'42"E, 143.30 feet to the point of beginning.

This parcel contains 21,089 Square Feet.



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brooksma, P.E.  
 Thomas E. Iverson, P.E.  
 Robert I. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Steller, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Memert, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 8

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 184.98 feet to the point of beginning; thence S00°04'36"E, 84.00 feet; thence S65°35'22"W, 218.88 feet; thence N22°24'38"W, 151.25 feet; thence N64°38'42"E, 79.66 feet; thence N89°50'21"E, 184.87 feet to the point of beginning.

This parcel contains 30,468 Square Feet.

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
Thomas C. O'Sheridan, P.E.  
Donald L. Poulsen, P.E., L.S.  
Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
Douglas L. Braaksma, P.E.  
Thomas E. Iverson, P.E.  
Robert I. Glomen, P.E.

William F. Sharp, P.E.  
Raymond A. Yates, P.E.  
Kneale D. Nemmetz, P.E.  
Gene C. Nelson, P.E.

Arnold E. Stetter, P.E.  
T. Stanley White, P.E.  
Francis R. Thousand, L.S.  
Richard L. Meiner, L.S.

MAPLE WOOD CONDOMINIUM  
PARCEL 9

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 823.14 feet to the point of beginning; thence N83°00'57"W, 201.53 feet; thence N00°04'36"W, 127.95 feet; thence N89°50'21"E, 184.98 feet to a point of curve; thence Southeasterly on a curve to the right which has a radius of 15.00 feet and a chord which bears S45°07'07.5"E, 21.23 feet to the point of tangency, said point being on the West line of Sherman Avenue; thence along said West line S00°04'36"E, 137.99 feet to the point of beginning.

This parcel contains 28,048 Square Feet.

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brookema, P.E.  
 Thomas E. Iverson, P.E.  
 Robert T. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmelz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Staller, P.E.  
 Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Meinert, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 10

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 677.23 feet to the point of beginning; thence S89°55'24"W, 200.00 feet; thence N00°04'36"W, 170.68 feet; thence S83°00'57"E, 201.53 feet to the West line of Sherman Avenue; thence along said West line S00°04'36"E, 145.91 feet to the point of beginning.

This parcel contains 31,659 Square Feet.

S-79122

July 9, 1980





ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brakema, P.E.  
 Thomas E. Iverson, P.E.  
 Robert I. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Yates, P.E.  
 Kneale D. Nemmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Switzer, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Meinerl, L.S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 11

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 179.97 feet to the point of beginning; thence N89°21'51"W, 108.16 feet; thence N21°48'02"W, 197.01 feet; thence S65°35'22"W, 156.76 feet to the Easterly line of the Chicago and Northwestern Railroad; thence along said Easterly line N24°24'38"W, 488.46 feet; thence N65°35'22"E, 67.00 feet; thence S20°02'49"E, 402.22 feet; thence N70°02'12"E, 134.80 feet; thence N00°04'36"W, 37.00 feet; thence N89°55'24"E, 200.00 feet to the West line of Sherman Avenue; thence along said West line S00°04'36"E, 297.26 feet to the point of beginning.

This parcel contains 82,822 Square Feet.

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, P.E.  
Thomas C. O'Sheridan, P.E.  
Donald L. Poulton, P.E., L.S.  
Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
Douglas L. Brooksma, P.E.  
Thomas E. Iverson, P.E.  
Robert I. Gloman, P.E.

William F. Sharp, P.E.  
Raymond A. Yates, P.E.  
Xneale D. Nemmetz, P.E.  
Gene C. Nelson, P.E.

Arnold E. Steiner, P.E.  
TJ Stanley White, P.E.  
Francis R. Thousand, L.S.  
Richard L. Meinert, L.S.

MAPLE WOOD CONDOMINIUM  
PARCEL 12

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 179.97 feet; thence N89°21'51"W, 108.16 feet to the point of beginning; thence continuing N89°21'51"W, 163.13 feet to the Easterly line of the Chicago and Northwestern Railroad; thence along said Easterly line N24°24'38"W, 127.75 feet; thence N65°35'22"E, 156.76 feet; thence S21°48'02"E, 197.01 feet to the point of beginning.

This parcel contains 24,865 Square Feet

S-79122

July 9, 1980



ARNOLD AND O'SHERIDAN, INC. • CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711  
 PHONE 608-271-9651

ORVILLE E. ARNOLD, P. E.  
 THOMAS C. O'SHERIDAN, P. E.  
 DONALD L. PAULSON, P. E., L. S.  
 DALE A. STRUB, P. E.  
 NORMAN L. RABERDING, P. E.  
 DOUGLAS L. BRAAKSMA, P. E.  
 THOMAS E. IVERSON, P. E.  
 ROBERT T. GILOMEN, P. E.  
 WILLIAM F. SHARP, P. E.  
 RAYMOND A. YATES, P. E.  
 KNEALE D. NEMMETZ, P. E.  
 GENE C. NELSON, P. E.  
 ARNOLD E. STELTER, P. E.  
 T. STANLEY WHITE, P. E.  
 FRANCIS R. THOUSAND, L. S.  
 RICHARD L. WEINERT, L. S.

MAPLE WOOD CONDOMINIUM  
 PARCEL 13

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 677.23 feet; thence S89°55'24"W, 200.00 feet to the point of beginning; thence S00°04'36"E, 237.00 feet; thence S70°02'12"W, 134.80 feet; thence N20°02'49"W, 211.60 feet; thence N67°02'47"E, 216.02 feet to the point of beginning.

This parcel contains 37,846 Square Feet.

S-79122

May 8, 1980



ARNOLD AND O'SHERIDAN, INC. • CONSULTING ENGINEERS  
815 FORWARD DRIVE MADISON, WISCONSIN 53711  
PHONE 608-271-9651

ORVILLE E. ARNOLD, P. E.  
THOMAS C. O'SHERIDAN, P. E.  
DONALD L. PAULSON, P. E., L. S.  
DALE A. STRUB, P. E.  
NORMAN L. RABERDING, P. E.  
DOUGLAS L. BRAAKSMA, P. E.  
THOMAS E. IVERSON, P. E.  
ROBERT T. GILOMEN, P. E.  
WILLIAM F. SHARP, P. E.  
RAYMOND A. YATES, P. E.  
KNEALE D. NEMMETZ, P. E.  
GENE C. NELSON, P. E.  
ARNOLD E. STELTER, P. E.  
T. STANLEY WHITE, P. E.  
FRANCIS R. THOUSAND, L. S.  
RICHARD L. WEINERT, L. S.

MAPLE WOOD CONDOMINIUM  
PARCEL 14

A parcel of land being part of Lot 5, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 677.23 feet; thence S89°55'24"W, 200.00 feet to the point of beginning; thence S67°02'47"W, 216.02 feet; thence N20°02'49"W, 190.62 feet; thence N65°35'22"E, 289.88 feet; thence S00°04'36"E, 214.63 feet to the point of beginning.

This parcel contains 48,907 Square Feet.

S-79122

May 8, 1980

AN EXPANDABLE CONDOMINIUM HOMES  
 MAPLE WOOD CONDOMINIUM HOMES  
 TAPP & TAPP BUILDERS  
 601 N. SHERMAN AVE.  
 MADISON, WI



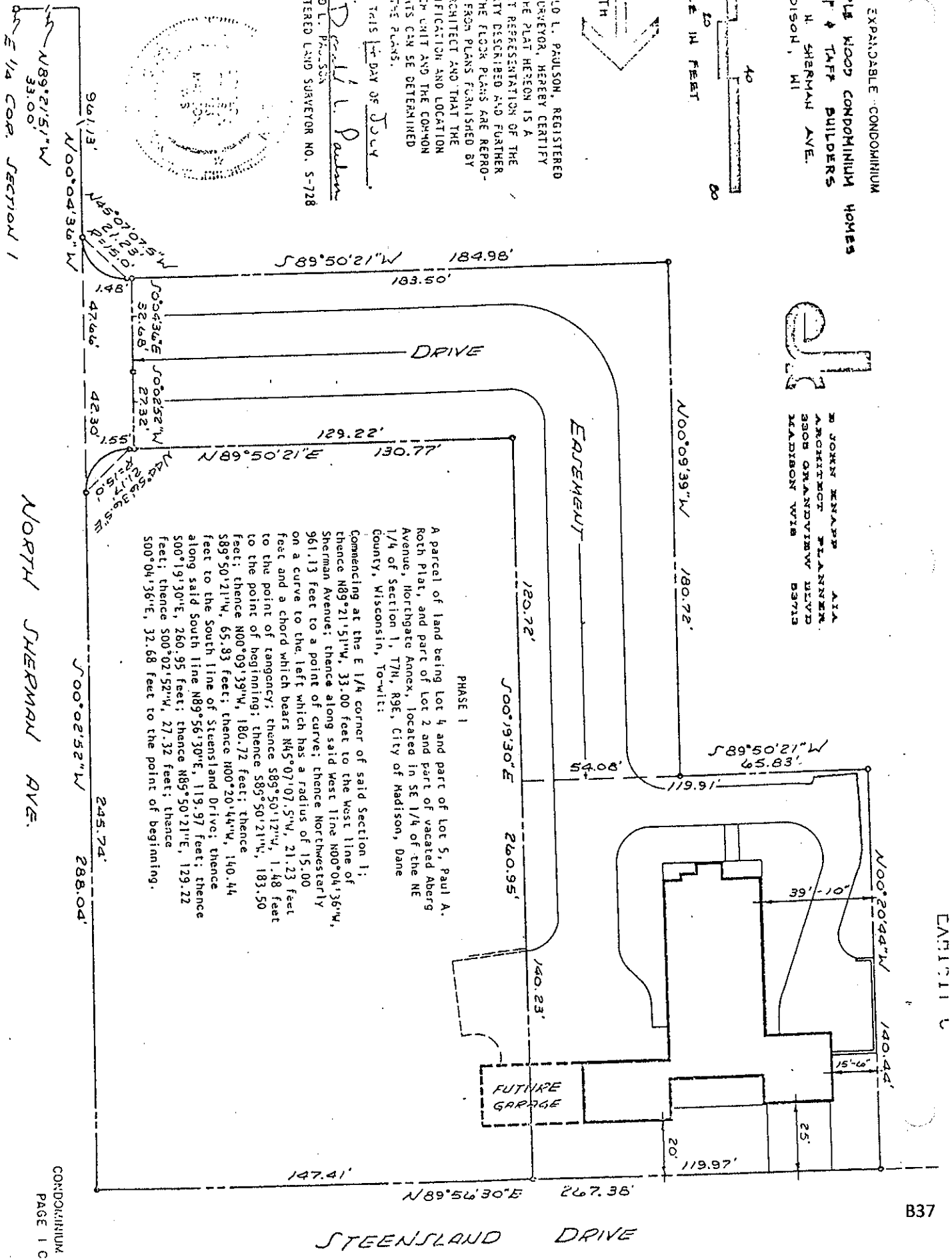
JOHN KNAPP AIA  
 ARCHITECT PLANNER  
 3308 GRANDVIEW BLVD  
 MADISON WI 53713



I DONALD L. PAULSON, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED AND FURTHER THAT THE FLOOR PLANS ARE REPRODUCED FROM PLANS FURNISHED BY THE ARCHITECT AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLANS.

DATED THIS 1st DAY OF JULY 1923.

Donald L. Paulson  
 DONALD L. PAULSON  
 REGISTERED LAND SURVEYOR NO. 5-728



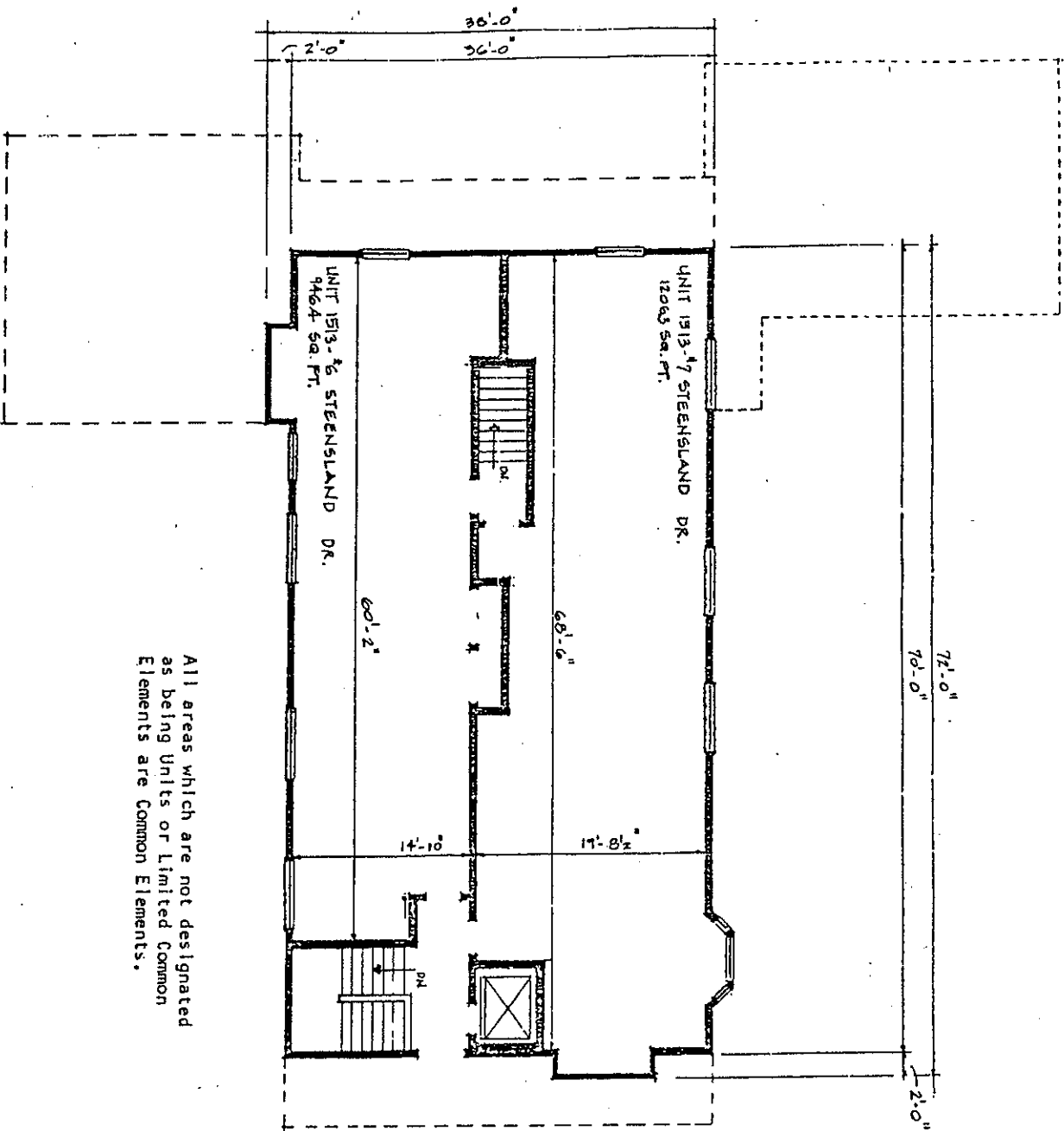
PHASE 1  
 A parcel of land being Lot 4 and part of Lot 5, Paul A. Roth Plat, and part of Lot 2 and part of vacated Aberg Avenue, Northgate Annex, located in SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwestly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'12"W, 1.48 feet to the point of beginning; thence S89°50'21"W, 183.50 feet; thence H00°20'14"W, 140.44 feet; thence S89°50'21"W, 65.83 feet; thence H00°20'14"W, 140.44 feet to the South line of Steensland Drive; thence along said South line N89°56'30"E, 119.97 feet; thence S00°19'30"E, 260.95 feet; thence N89°50'21"E, 129.22 feet; thence S00°02'52"W, 27.32 feet; thence S00°04'36"E, 32.68 feet to the point of beginning.

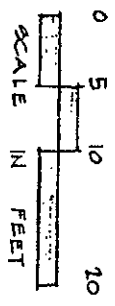
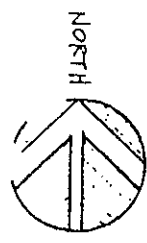
N89°21'51"W  
 33.00  
 E 1/4 COR. SECTION 1

NORTH SHERMAN AVE.

STEENSLAND DRIVE



UPPER FLOOR PLAN



MAPLE WOOD CONDOMINIUM HOMES PHASE 1  
TAPP & TAPP BUILDERS  
601 N. RMAN AVE.  
MADISON, WI

JOHN KENYAP AIA  
ARCHITECT PLANNER  
3308 ORAN EW DIVD  
MADISON WI 53713  
808-E 10140







MAPLE WOOD CONDOMINIUM HOMES  
UNIT OWNERS' PERCENTAGE INTERESTS  
IN COMMON ELEMENTS  
BUILDING #1 - 1513 STEENSLAND DRIVE

<u>Unit No.</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1513-1	479.3 sq. ft.	8.4%
1513-2	558.0 sq. ft.	9.8%
1513-3	474.6 sq. ft.	8.3%
1513-4	1,242.0 sq. ft.	21.8%
1513-5	803.0 sq. ft.	14.0%
1513-6	946.4 sq. ft.	16.6%
1513-7	<u>1,206.3 sq. ft.</u>	<u>21.1%</u>
	5,709.6 sq. ft.	100.00%



## ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS

815 FORWARD DRIVE

MADISON, WISCONSIN 53711

608-271-9651

Orville E. Arnold, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Dale A. Strub, P.E.

Norman L. Roberding, P.E.  
 Douglas L. Brooksma, P.E.  
 Thomas E. Iverson, P.E.  
 Robert T. Glomen, P.E.

William F. Sharp, P.E.  
 Raymond A. Vatel, P.E.  
 Knecht D. Nemmetz, P.E.  
 Gene C. Nelson, P.E.

Arnold E. Stetter, P.E.  
 T. Stanley White, P.E.  
 Francis R. Thousand, L.S.  
 Richard L. Meherl, L.S.

## Ingress-Egress Easement

Phase I, Maple Wood Condominium, subject to the following described ingress and egress easement:

A parcel of land being part of Lot 2, and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, To-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.0 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 1.48 feet to the point of beginning; thence continuing S89°50'21"W, 183.50 feet; thence N00°09'39"W, 180.72 feet; thence N89°50'21"E, 54.08 feet; thence S00°19'30"E, 120.72 feet; thence N89°50'21"E, 129.22 feet; thence S00°02'52"W, 27.32 feet; thence S00°04'36"E, 32.68 feet to the point of beginning.

S-79122

July 3, 1980

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Second Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this 22nd day of September, 1981, by PDT Partnership, a Wisconsin general partnership (hereinafter "Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act and the Declaration of Condominium of Maple Wood Condominium Homes.

WITNESSETH:

WHEREAS, Declarant established and created Maple Wood Condominium Homes by the recording of the Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Declaration") on July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds; and by the recording of the Maple Wood Condominium Homes Plat on July 23, 1980, in Cabinet 2 of Condominium Plats, in Slot 23, and in Volume 2068 of Records, at page 58, as Document 1672154, in the office of the Dane County Register of Deeds; and

WHEREAS, Declarant, in Section Twelve of said Declaration, reserved the right to expand Maple Wood Condominium Homes by subjecting additional property to the Declaration; and

WHEREAS, Declarant is the sole owner of certain property located in the City of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "First Additional Parcel"); and

WHEREAS, Declarant has caused a First Amendment to Condominium Plat to be prepared which describes the building and other improvements constructed and to be constructed upon the First Additional Parcel; and

WHEREAS, Declarant intends by making this Second Amendment to Declaration of Condominium (hereinafter "Second Amendment") and the aforesaid First Amendment to Condominium Plat and by recording the same with the office of the Dane County Register of Deeds, to expand Maple Wood Condominium Homes by subjecting the First Additional Parcel described in Exhibit A and the building and other improvements constructed and to be constructed thereon to the provisions of the Wisconsin Condominium Ownership Act and the Declaration;

NOW, THEREFORE, Declarant does hereby publish and declare that the First Additional Parcel described in Exhibit A, and the buildings and other improvements constructed and to be constructed thereon shall be held, conveyed, encumbered, leased, rented, used and occupied subject to all covenants, conditions, restrictions and easements set forth in the Declaration and herein.

## SECTION ONE

### DEFINITIONS

All terms and phrases used in this Second Amendment shall have the meanings set forth in Section Two of the Declaration unless otherwise stated herein.

## SECTION TWO

### RESERVATION OF ACCESS EASEMENT

Declarant hereby expressly reserves from the grant of this Second Amendment for itself, its successors, and assigns, an easement over the Condominium Property for ingress to and egress from Parcels 5-14 of the Additional Property described in Exhibit F of Declaration, which easement is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

## SECTION THREE

### DESCRIPTION OF BUILDINGS AND IMPROVEMENTS LOCATED ON THE FIRST ADDITIONAL PARCEL

The building located on the land described in Exhibit A shall contain 12 Units. A survey map of the land showing the location of this building is attached hereto as Exhibit C and incorporated herein by reference. A set of floor plans of this building showing the layout, Unit Number, and dimensions of the 12 Units is attached hereto as Exhibit D and incorporated herein by reference.

## SECTION FOUR

### NEW PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT IN EXPANDED CONDOMINIUM

Each Unit Owner in the Condominium as expanded upon the recording of this Second Amendment and the First Amendment to



CONSENT AND AGREEMENT OF MORTGAGE HOLDER

The undersigned, Lake City Bank, a Wisconsin banking corporation, is the mortgagee under a certain mortgage executed by the Declarant on January 21, 1981, and recorded on January 29, 1981, in Volume 2555 of Records, at page 82, as Document No. 1696224 in the office of the Dane County Register of Deeds, which mortgage covers the lands described in Exhibit A and other lands. The undersigned has read the Declaration and this Second Amendment and hereby consents to the execution and recording of this Second Amendment and agrees to abide by the provisions of the Declaration, this Second Amendment, and the Wisconsin Condominium Ownership Act. The undersigned further acknowledges and agrees that it shall release, by partial release, each Unit and the undivided percentage interest in the Common Elements appurtenant thereto from the lien of the undersigned's above-referenced mortgage upon payment to the undersigned of the lesser of the balance due and owing under said mortgage or the following sum with respect to each said Unit:

<u>Unit No.</u>	<u>Amount</u>
10 Maple Wood Lane, Unit #1	\$72,000
10 Maple Wood Lane, Unit #2	64,800
10 Maple Wood Lane, Unit #3	57,600
10 Maple Wood Lane, Unit #4	59,000
10 Maple Wood Lane, Unit #5	76,400
10 Maple Wood Lane, Unit #6	68,400
10 Maple Wood Lane, Unit #7	60,500
10 Maple Wood Lane, Unit #8	61,900
10 Maple Wood Lane, Unit #9	79,200
10 Maple Wood Lane, Unit #10	72,000
10 Maple Wood Lane, Unit #11	63,400
10 Maple Wood Lane, Unit #12	64,800





MAPLE WOOD CONDOMINIUM HOMES

FIRST ADDITIONAL PARCEL

A parcel of land being part of Lot 2 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, to wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 184.98 feet to the point of beginning; thence continuing S89°50'21"W, 117.00 feet; thence N00°09'39"W, 190.73 feet; thence N89°51'27"E, 51.13 feet; thence S00°20'44"E, 10.00 feet; thence N89°50'21"E, 65.83 feet; thence S00°09'39"E, 180.72 feet to the point of beginning.

This parcel contains 21,656 square feet.



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville L. Arnott, P.E.  
 Thomas C. O'Sheridan, P.E.  
 Donald L. Paulson, P.E., L.S.  
 Orde A. Simon, P.E.

Norman L. Robertson, P.E.  
 Douglas L. Brakusma, P.E.  
 Thomas L. Iverson, P.E.  
 Robert L. Johnson, P.E.

William L. Shott, P.E.  
 Raymond A. Yates, P.E.  
 Charles D. Nimmity, P.E.  
 Robert L. Johnson, P.E.

Arnold L. Geller, P.E.  
 Gregory White, P.E.  
 Eugene H. Banzard, P.E.  
 Robert L. Johnson, P.E.

INGRESS-EGRESS EASEMENT  
 PHASE 4

A parcel of land being part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the E 1/4 corner of said Section 1; thence  $N89^{\circ}21'51''W$ , 33.00 feet to the West line of Sherman Avenue; thence along said West line  $N00^{\circ}04'36''W$ , 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears  $N45^{\circ}07'07.5''W$ , 21.23 feet to the point of tangency; thence  $S89^{\circ}50'21''W$ , 184.98 feet to the point of beginning; thence continuing  $S89^{\circ}50'21''W$ , 117.00 feet; thence  $N00^{\circ}09'39''W$ , 60.00 feet; thence  $N89^{\circ}50'21''E$ , 117.00 feet; thence  $S00^{\circ}09'39''E$ , 60.00 feet to the point of beginning.

S-79122

July 22, 1981

PHASE 4

A parcel of land being part of Lot 2 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

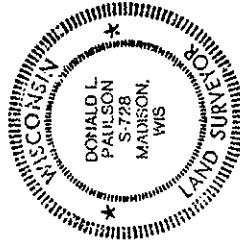
Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 184.98 feet to the point of beginning; thence continuing S89°50'21"W, 117.00 feet; thence N00°09'39"W, 190.73 feet; thence N89°51'27"E, 51.13 feet; thence S00°20'44"E, 10.00 feet; thence N89°50'21"E, 65.83 feet; thence S00°09'39"E, 180.72 feet to the point of beginning.

I DONALD L. PAULSON, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND FURTHER THAT THE FLOOR PLANS ARE REPRODUCED FROM PLANS FURNISHED BY THE ARCHITECT AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED THIS 27 DAY OF JULY 1981.

*Donald L. Paulson*

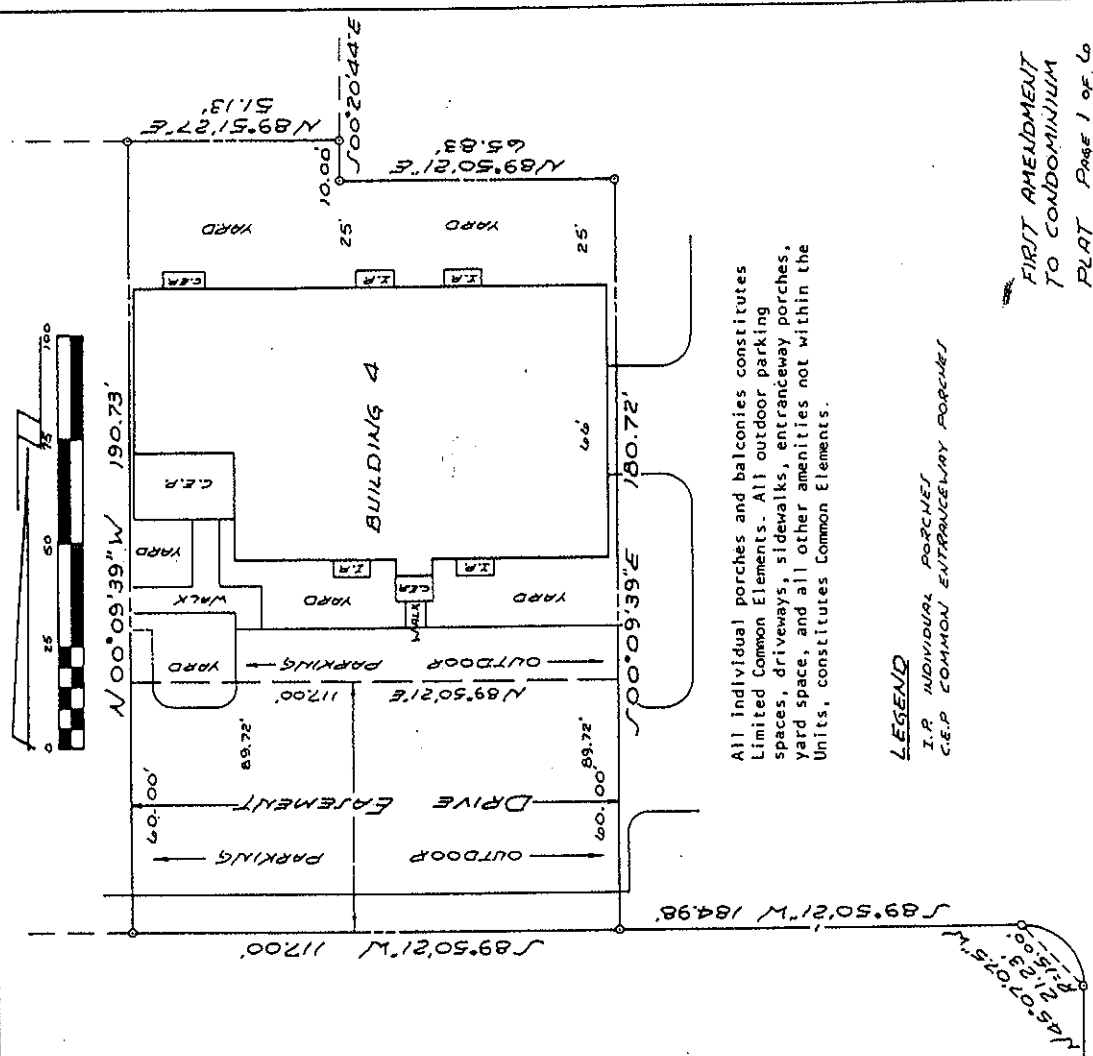
DONALD L. PAULSON  
REGISTERED LAND SURVEYOR NO. S-728



N00°04'36"W, 961.13'

NORTH SHERMAN AVE.

E 1/4 COR. SECTION 1



All individual porches and balconies constitutes Limited Common Elements. All outdoor parking spaces, driveways, sidewalks, entranceway porches, yard space, and all other amenities not within the Units, constitutes Common Elements.

LEGEND

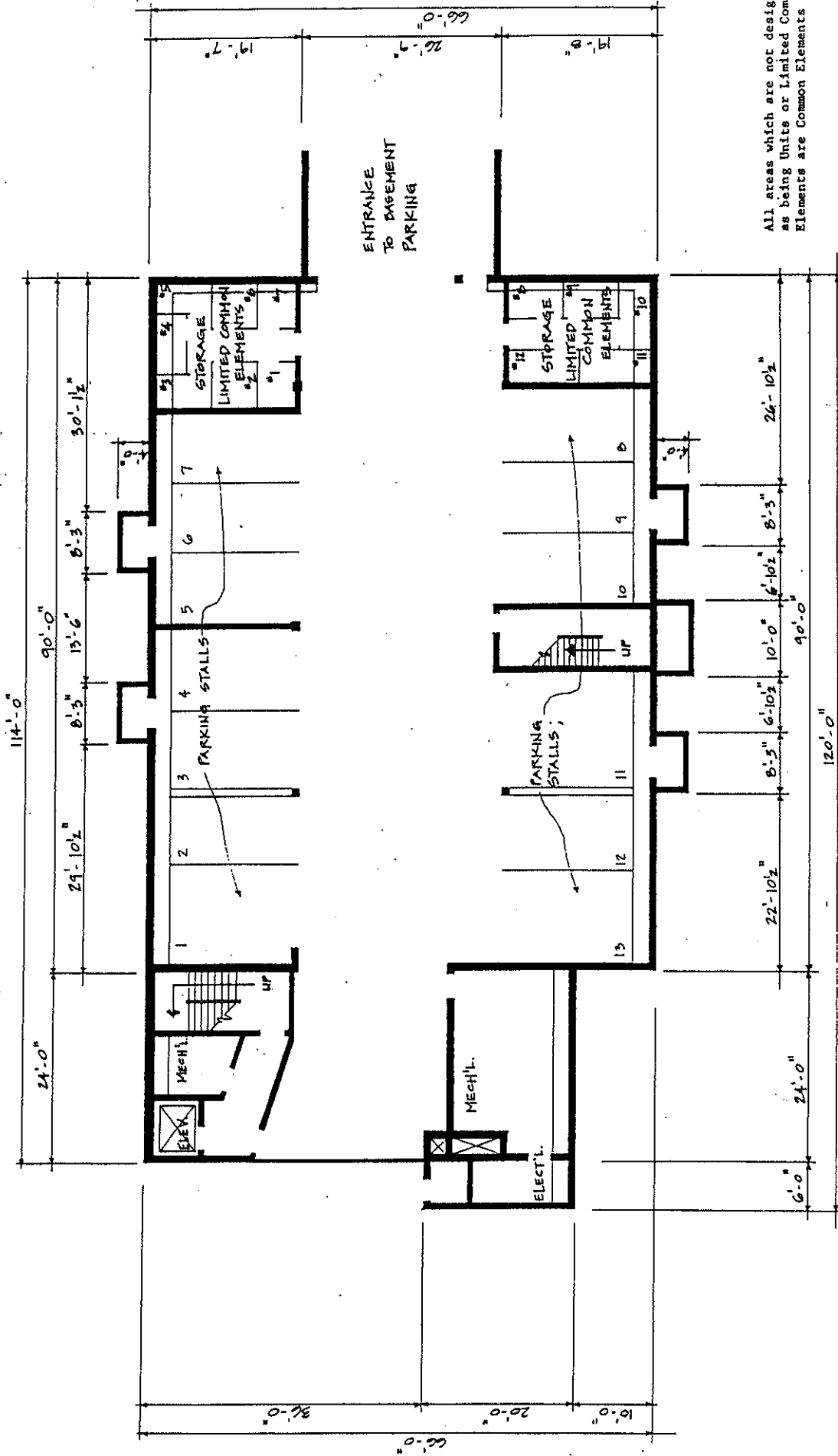
- I.P. INDIVIDUAL PORCHES
- C.E.P. COMMON ENTRANCEWAY PORCHES

FIRST AMENDMENT TO CONDOMINIUM PLAT PAGE 1 OF 6  
S-79122

JOHN KNAPP AIA  
ARCHITECT PLANNER  
3308 GRANDVIEW BLVD  
MADISON WIS 53713  
608-871-0140



MAPLE WOOD CONDOMINIUM HOMES PHASE 4  
N SHERMAN AVE. AT STEENSLAND  
TAFF BUILDERS  
601 N. SHERMAN AVE.  
MADISON, WI 53704



All areas which are not designated as being Units or Limited Common Elements are Common Elements

FIRST AMENDMENT TO CONDOMINIUM PLAT PAGE 2 of 6

JOHN KNAPP AIA  
 ARCHITECT PLANNER  
 3308 GRANDVIEW BLVD  
 MADISON WIS. 53713  
 608-871-0140

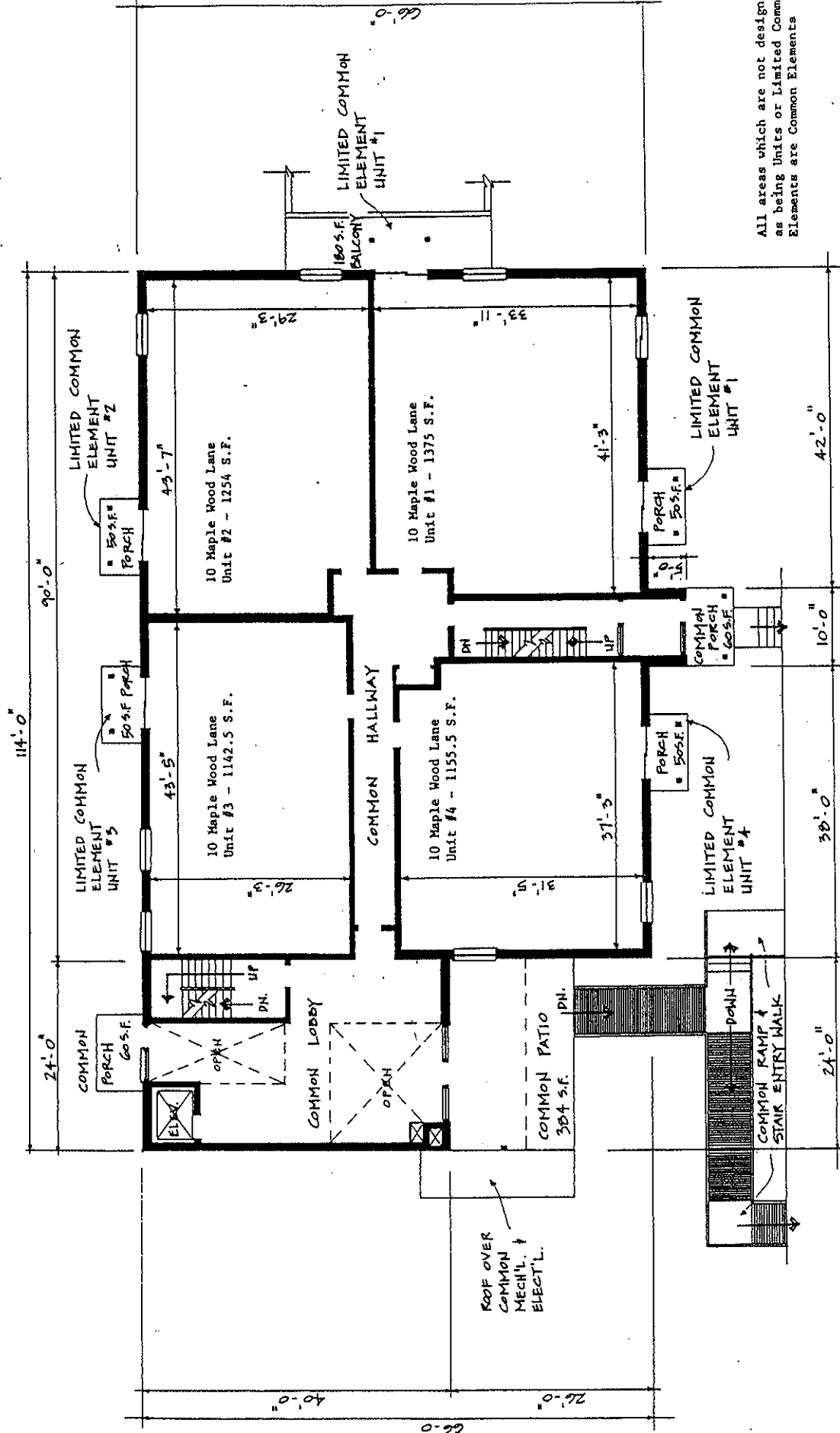
**4** **elk**

MAPLE WOOD CONDOMINIUM HOMES PHASE 4  
 N. SHERMAN AVE. AT STEENSLAND  
 TAFF & TAFF BUILDERS  
 601 N. SHERMAN AVE.  
 MADISON, WI 53704



32 BUILDING 4  
 BASEMENT PLAN





All areas which are not designated as being Units or Limited Common Elements are Common Elements

FIRST AMENDMENT TO CONDOMINIUM PLAT REC 3 OF 6

MAPLE WOOD CONDOMINIUM HOMES, PHASE 4  
 N. SHERMAN AVE. AT STEENSLAND  
 TAFF & TAFF BUILDERS  
 601 N. SHERMAN AVE.  
 MADISON, WI 53704

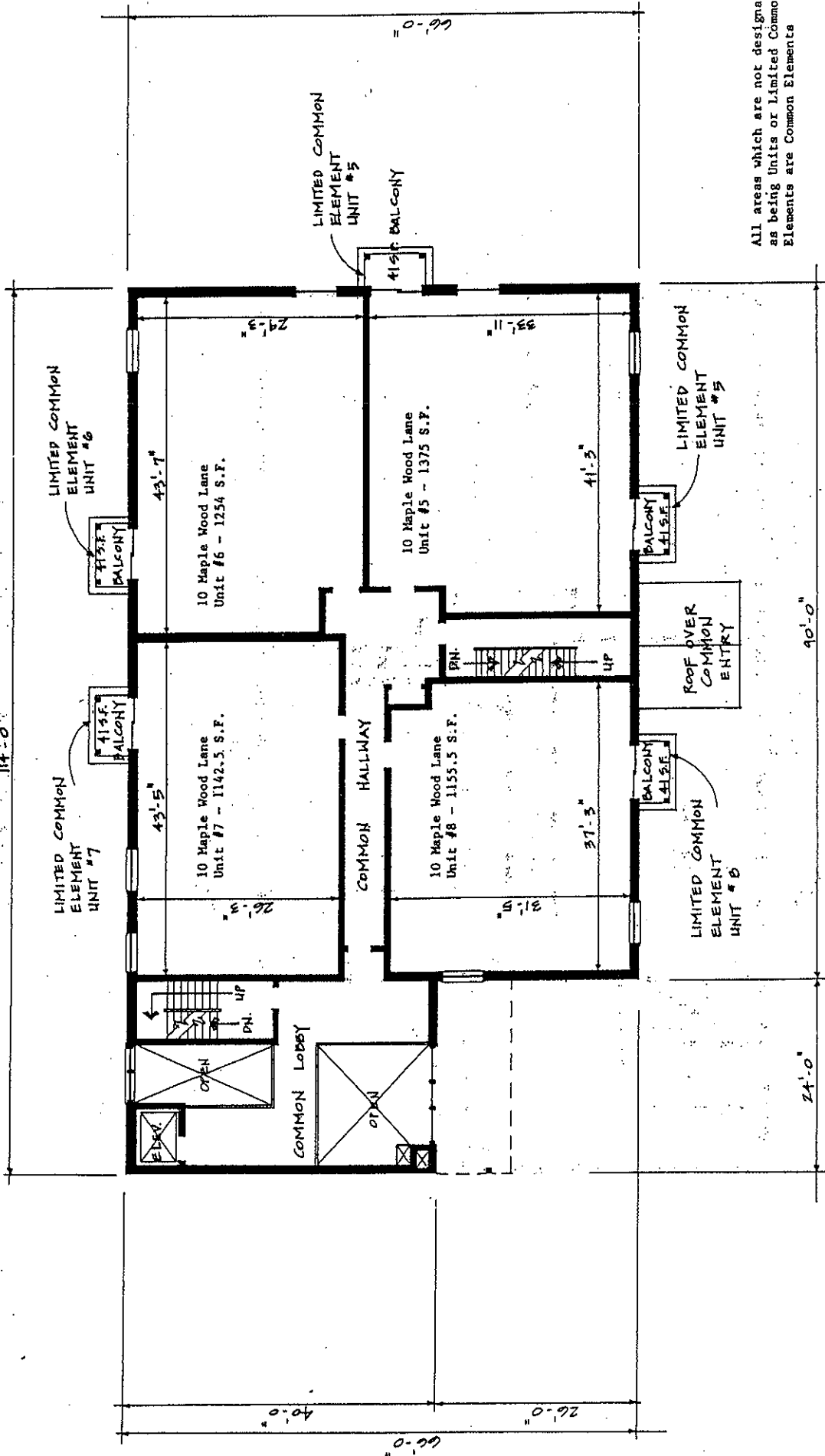
**4 elk**

E. JOHN KNAPP, AIA  
 ARCHITECT PLANNER  
 2908 GRANDVIEW BLVD  
 MADISON, WI 53713  
 608-271-0140



32 BUILDING 4  
 FIRST FLOOR PLAN

SCALE IN FEET



All areas which are not designated as being Units or Limited Common Elements are Common Elements

FIRST AMENDMENT TO CONDOMINIUM PLAT PAGE 4 OF 6

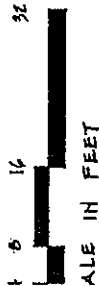
JOHN KNAPP AIA  
 ARCHITECT PLANNER  
 2208 GRANDVIEW BLVD  
 MADISON WIS 53713  
 608-271-0140

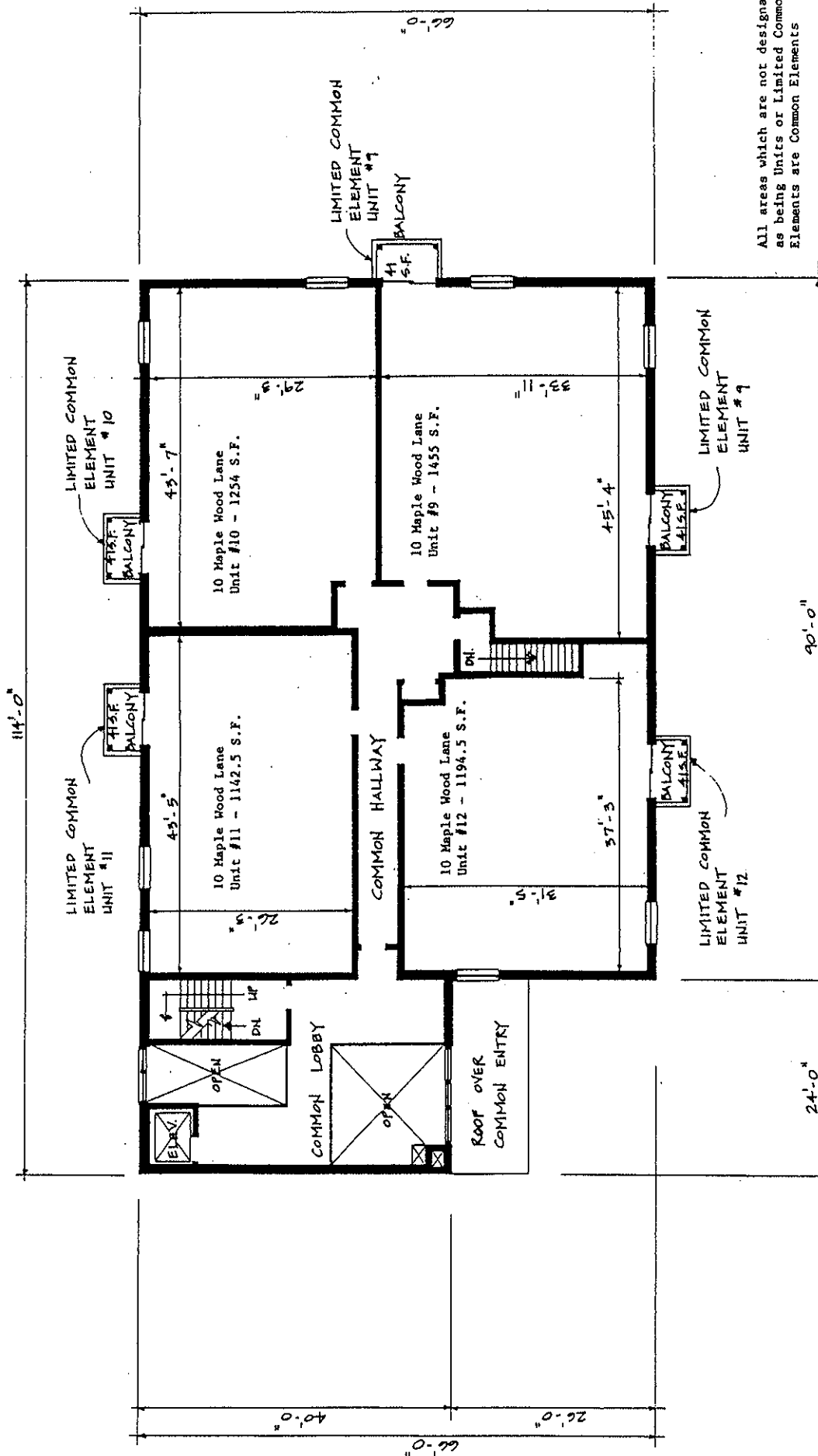


MAPLE WOOD CONDOMINIUM HOMES PHASE 4  
 N. SHERMAN AVE. AT STEENSLAND  
 TAFF & TAFF BUILDERS  
 601 N. SHERMAN AVE.  
 MADISON, WI 53704



BUILDING 4  
 SECOND FLOOR PLAN





All areas which are not designated as being Units or Limited Common Elements are Common Elements

FIRST AMENDMENT TO CONDOMINIUM PLAT PAGE 5 of 6

MAPLE WOOD CONDOMINIUM HOMES PHASE 4  
 N. SHERMAN AVE. AT STEENSLAND  
 TAFF & TAFF BUILDERS  
 601 N. SHERMAN AVE.  
 MADISON, WI 53704

AIA  
 JOHN KNAPP  
 ARCHITECT PLANNER  
 2208 GRANDVIEW BLVD  
 MADISON WIS 53713  
 608-871-0140



32 BUILDING 4  
 THIRD FLOOR PLAN



MAPLE WOOD CONDOMINIUM HOMES  
UNIT OWNERS' PERCENTAGE INTERESTS IN  
COMMON ELEMENTS

Building #1-1513 Steensland Drive and  
Building #4-10 Maple Wood Lane

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1513-#1 Steensland Drive	479.3 sq. ft.	2.325615247%
1513-#2 Steensland Drive	558.0 sq. ft.	2.707476127%
1513-#3 Steensland Drive	474.6 sq. ft.	2.302810340%
1513-#4 Steensland Drive	1,242.0 sq. ft.	6.036317832%
1513-#5 Steensland Drive	803.0 sq. ft.	3.896242527%
1513-#6 Steensland Drive	946.4 sq. ft.	4.592034779%
1513-#7 Steensland Drive	1,206.3 sq. ft.	5.853097585%
10 Maple Wood Lane, Unit #1	1,375.0 sq. ft.	6.671648163%
10 Maple Wood Lane, Unit #2	1,254.0 sq. ft.	6.084543125%
10 Maple Wood Lane, Unit #3	1,142.5 sq. ft.	5.543533110%
10 Maple Wood Lane, Unit #4	1,155.5 sq. ft.	5.606610511%
10 Maple Wood Lane, Unit #5	1,375.0 sq. ft.	6.671648163%
10 Maple Wood Lane, Unit #6	1,254.0 sq. ft.	6.084543125%
10 Maple Wood Lane, Unit #7	1,142.5 sq. ft.	5.543533110%
10 Maple Wood Lane, Unit #8	1,155.5 sq. ft.	5.606610511%
10 Maple Wood Lane, Unit #9	1,455.0 sq. ft.	7.059816784%
10 Maple Wood Lane, Unit #10	1,254.0 sq. ft.	6.084543125%
10 Maple Wood Lane, Unit #11	1,142.5 sq. ft.	5.543533110%
10 Maple Wood Lane, Unit #12	1,194.5 sq. ft.	5.795842714%
	<u>20,609.6 sq. ft.</u>	<u>100.000000000%</u>



THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Third Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this 7th day of October, 1982, by PDT Partnership, a Wisconsin general partnership (hereinafter "Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act and the Declaration of Condominium of Maple Wood Condominium Homes.

WITNESSETH:

WHEREAS, Declarant established and created Maple Wood Condominium Homes by the recording of the Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Declaration") on July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds; and by the recording of the Maple Wood Condominium Homes Plat on July 23, 1980, in Cabinet 2 of Condominium Plats, in Slot 23, and in Volume 2068 of Records, at page 58, as Document 1672154, in the office of the Dane County Register of Deeds; and

WHEREAS, Declarant, in Section Twelve of said Declaration, reserved the right to expand Maple Wood Condominium Homes by subjecting additional property to the Declaration; and

WHEREAS, Declarant is the sole owner of certain property located in the city of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Second Additional Parcel"); and

WHEREAS, Declarant has caused a Second Amendment to Condominium Plat to be prepared which describes the building and other improvements constructed and to be constructed upon the Second Additional Parcel; and

WHEREAS, Declarant intends by making this Third Amendment to Declaration of Condominium (hereinafter "Third Amendment") and the aforesaid Second Amendment to Condominium Plat and by recording the same with the office of the Dane County Register of Deeds, to expand Maple Wood Condominium Homes by subjecting the Second Additional Parcel described in Exhibit A and the building and other improvements constructed and to be constructed thereon to the provisions of the Wisconsin Condominium Ownership Act and the Declaration;

NOW, THEREFORE, Declarant does hereby publish and declare that the Second Additional Parcel described in Exhibit A, and the buildings and other improvements constructed and to be constructed thereon shall be held, conveyed, encumbered, leased, rented, used and occupied subject to all covenants, conditions, restrictions and easements set forth in the Declaration, any amendments thereto, and herein.

#### SECTION ONE

##### DEFINITIONS

All terms and phrases used in this Third Amendment shall have the meanings set forth in Section Two of the Declaration unless otherwise stated herein.

#### SECTION TWO

##### RESERVATION OF ACCESS EASEMENT

Declarant hereby expressly reserves from the grant of this Third Amendment for itself, its successors, and assigns, an easement over the Condominium Property for ingress to and egress from Parcels 6-14 of the Additional Property described in Exhibit F of the Declaration, which easement is more particularly described in Exhibit B and shown in Exhibit C attached hereto and incorporated herein by reference.

#### SECTION THREE

##### DESCRIPTION OF BUILDINGS AND IMPROVEMENTS LOCATED ON THE FIRST ADDITIONAL PARCEL

The building located on the land described in Exhibit A shall contain 12 Units. A survey map of the land showing the location of this building is attached hereto as Exhibit C and incorporated herein by reference. A set of floor plans of this building showing the layout, Unit Number, and dimensions of the 12 Units is attached hereto as Exhibit D and incorporated herein by reference.

#### SECTION FOUR

##### NEW PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT IN EXPANDED CONDOMINIUM

Each Unit Owner in the Condominium as expanded upon the recording of this Third Amendment and the Second Amendment to Condominium Plat shall henceforth have an undivided percentage



CONSENT AND AGREEMENT OF MORTGAGE HOLDER

The undersigned, Lake City Bank, a Wisconsin banking corporation, is the mortgagee under a certain mortgage executed by the Declarant on December 29, 1981, and recorded on December 30, 1981, in Volume 3310 of Records, at page 56, as Document No. 1728620 in the office of the Dane County Register of Deeds, which mortgage covers the lands described in Exhibit A. The undersigned has read the Declaration and this Third Amendment and hereby consents to the execution and recording of this Third Amendment and agrees to abide by the provisions of the Declaration and all amendments thereto, and the Wisconsin Condominium Ownership Act. The undersigned further acknowledges and agrees that it shall release, by partial release, each Unit listed below and the undivided percentage interest in the Common Elements appurtenant thereto from the lien of the undersigned's above-referenced mortgage upon payment to the undersigned of the lessor of the balance due and owing under said mortgage or the following sum with respect to each said Unit:

<u>Unit No.</u>	<u>Amount</u>
14 Maple Wood Lane, Unit #13	\$76,700
14 Maple Wood Lane, Unit #14	\$68,600
14 Maple Wood Lane, Unit #15	\$61,300
14 Maple Wood Lane, Unit #16	\$62,800
14 Maple Wood Lane, Unit #17	\$81,300
14 Maple Wood Lane, Unit #18	\$72,700
14 Maple Wood Lane, Unit #19	\$64,000
14 Maple Wood Lane, Unit #20	\$66,000
14 Maple Wood Lane, Unit #21	\$84,000
14 Maple Wood Lane, Unit #22	\$76,700
14 Maple Wood Lane, Unit #23	\$67,300
14 Maple Wood Lane, Unit #24	\$68,600



## MAPLE WOOD CONDOMINIUM HOMES

SECOND ADDITIONAL PARCEL

A parcel of land being part of Lots 1, 2 and 5 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, to wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 301.98 feet to the point of beginning; thence continuing S89°50'21"W, 67.87 feet; thence S64°38'42"W, 63.54 feet; thence N00°09'39"W, 122.15 feet; thence N25°03'56"W, 91.92 feet; thence N89°52'33"E, 35.18 feet; thence N00°17'07"W, 12.33 feet; thence N89°51'27"E, 128.93 feet; thence S00°09'39"E, 190.73 feet to the point of beginning.

This parcel contains 26,349 square feet.



ARNOLD AND O'SHERIDAN, INC. CONSULTING ENGINEERS  
 815 FORWARD DRIVE MADISON, WISCONSIN 53711 608-271-9651

Orville E. Arnold, PE  
 Thomas C. O'Sheridan, PE  
 Donald L. Paulson, PE, LS  
 Dale A. Strub, PE

Norman C. Rabering, PE  
 Douglas L. Brooksma, PE  
 Thomas E. Iverson, PE  
 Robert I. Groman, PE

William F. Sharp, PE  
 Raymond A. Yates, PE  
 Xneale D. Nemmelz, PE  
 Gene C. Nelson, PE

Arnold E. Stetter, PE  
 I. Stanley White, PE  
 Francis R. Thousand, LS  
 Richard L. Meinert, LS

## INGRESS-EGRESS EASEMENT

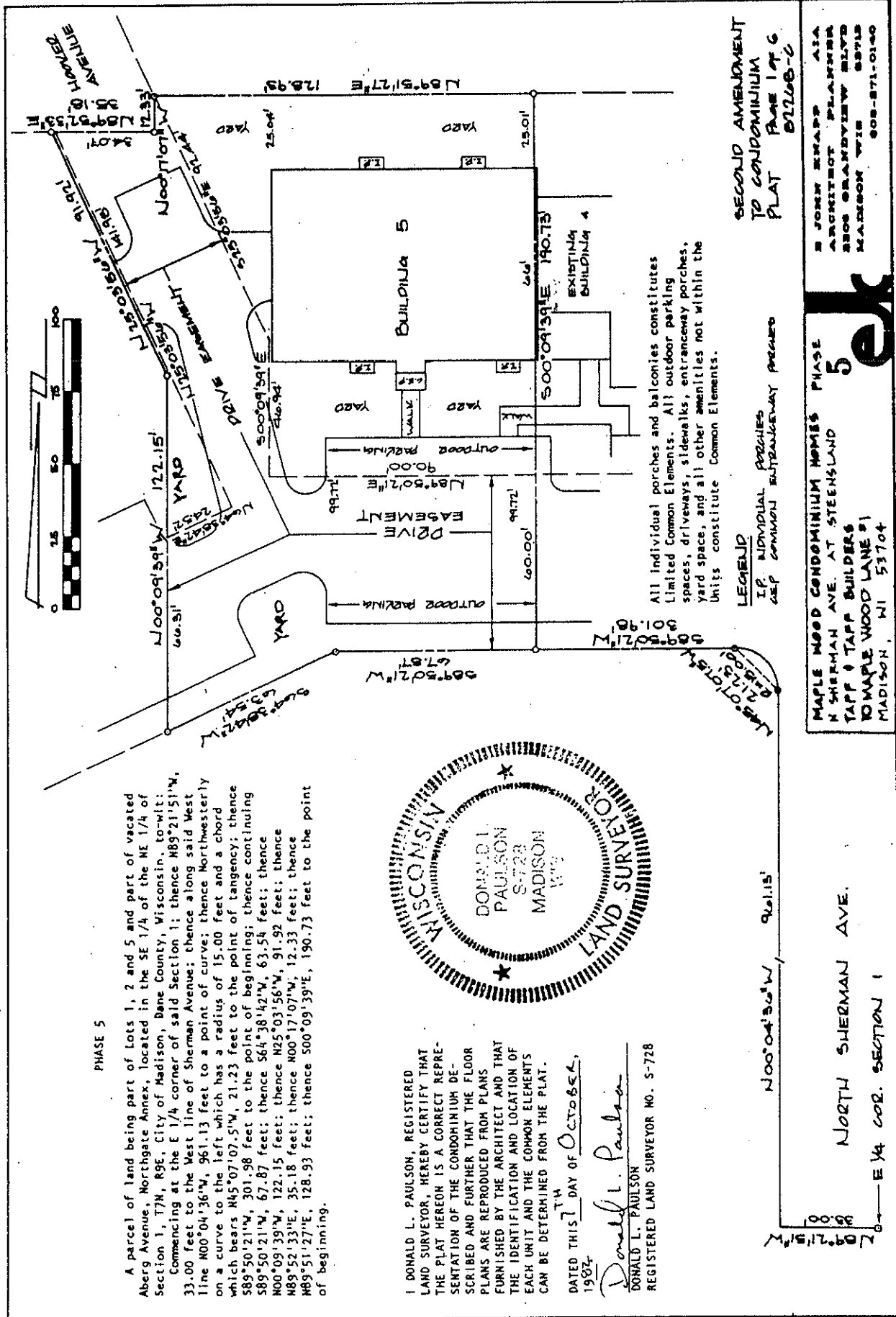
### PHASE 5

A parcel of land being part of lots 1 and 5 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, to-wit:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 301.98 feet to the point of beginning; thence continuing S89°50'21"W, 67.87 feet; thence S64°38'42"W, 63.54 feet; thence N00°09'39"W, 66.31 feet; thence N64°38'42"E, 24.52 feet; thence N25°03'56"W, 141.98 feet; thence N89°52'33"E, 34.07 feet; thence N00°17'07"W, 12.33 feet; thence S25°03'56"E, 92.44 feet; thence S00°09'39"E, 46.94 feet; thence N89°50'21"E, 90.00 feet; thence S00°09'39"E, 60.00 feet to the point of beginning.

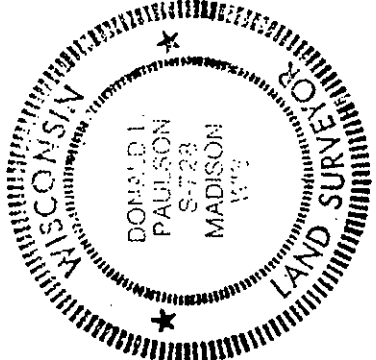
September 28, 1982  
 82268-C





PHASE 5

A parcel of land being part of Lots 1, 2 and 5 and part of vacated Aberg Avenue, Northgate Annex, located in the SE 1/4 of the NE 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, to-wit: Commencing at the E 1/4 corner of said Section 1; thence N85°21'51"W, 33.00 feet to the West line of Sherman Avenue; thence along said West line N00°04'36"W, 961.13 feet to a point of curve; thence Northwesterly on a curve to the left which has a radius of 15.00 feet and a chord which bears N45°07'07.5"W, 21.23 feet to the point of tangency; thence S89°50'21"W, 301.98 feet to the point of beginning; thence continuing S89°50'21"W, 67.87 feet; thence S64°38'42"W, 63.54 feet; thence N00°09'39"W, 122.15 feet; thence N25°03'56"W, 91.92 feet; thence N89°52'33"E, 35.18 feet; thence N00°17'07"W, 12.33 feet; thence N89°51'27"E, 128.93 feet; thence S00°09'39"E, 190.73 feet to the point of beginning.



I DONALD L. PAULSON, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND FURTHER THAT THE FLOOR PLANS ARE REPRODUCED FROM PLANS FURNISHED BY THE ARCHITECT AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED THIS 7<sup>TH</sup> DAY OF OCTOBER, 1987.

*Donald L. Paulson*  
DONALD L. PAULSON  
REGISTERED LAND SURVEYOR NO. S-728

SECOND AMENDMENT TO CONDOMINIUM PLAT PAGE 1 OF 6 871208-0

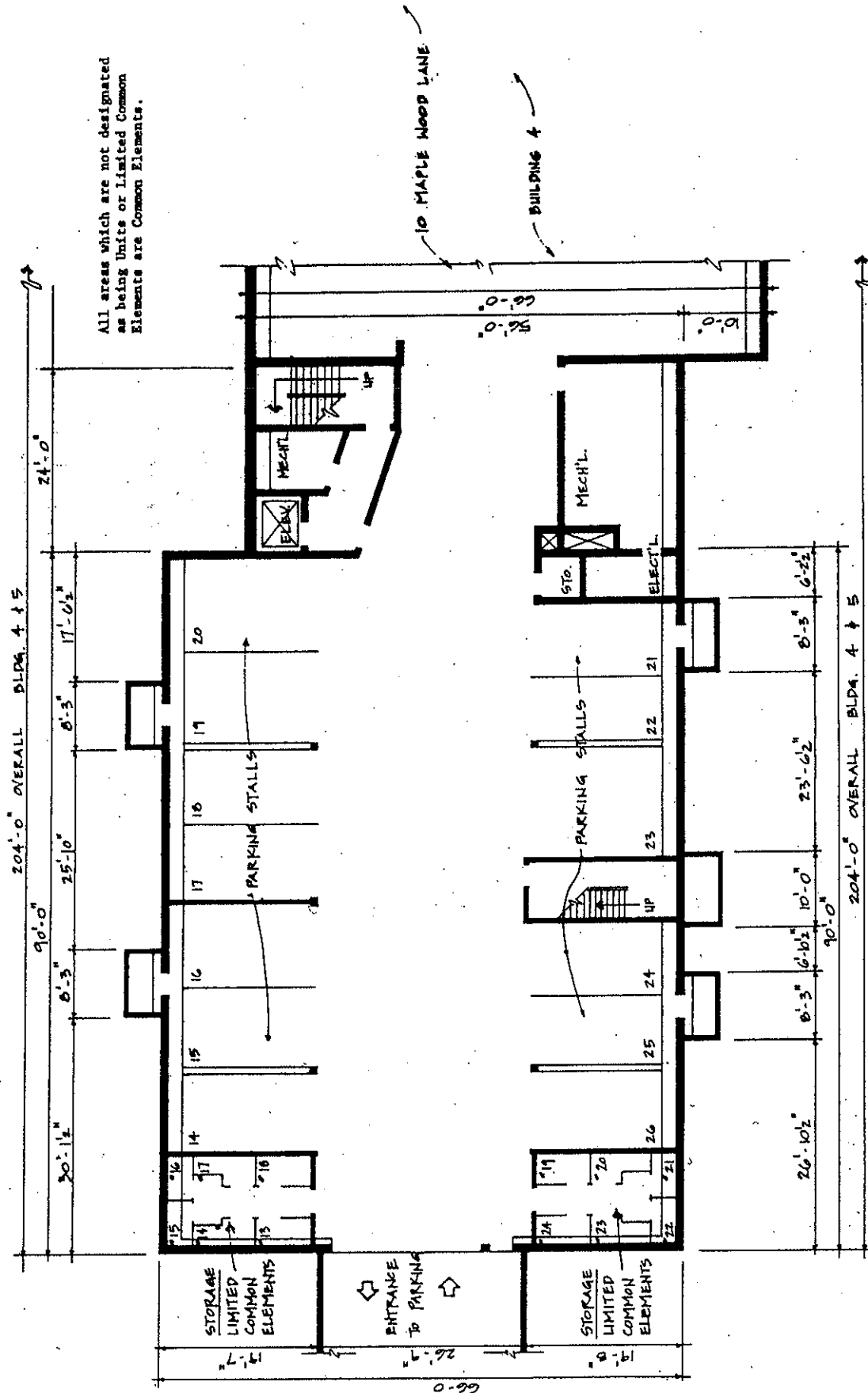
LEGEND  
IF INDIVIDUAL PORCHES AND COMMON INFRASTRUCTURE ARE SHOWN

All individual porches and balconies constitute Limited Common Elements. All outdoor parking spaces, driveways, sidewalks, entranceway porches, yard space, and all other amenities not within the Units constitute Common Elements.

JOHN SWAPP, AIA  
ARCHITECT PLANNER  
3808 GRANVIEW BLVD  
MADISON WIS 53718  
608-871-0100

MAPLE MOOD CONDOMINIUM HOMES PHASE 5  
N SHERMAN AVE. AT STEENSLAND  
TAPP & TAPP BUILDERS  
10 MAPLE WOOD LANE #1  
MADISON, WI 53704

NORTH SHERMAN AVE.  
E 1/4 COR. SECTION 1



All areas which are not designated as being Units or Limited Common Elements are Common Elements.

10 MAPLE WOOD LANE

BUILDING 4

SECOND AMENDMENT TO CONDOMINIUM PLAN PAGE 2 of 6

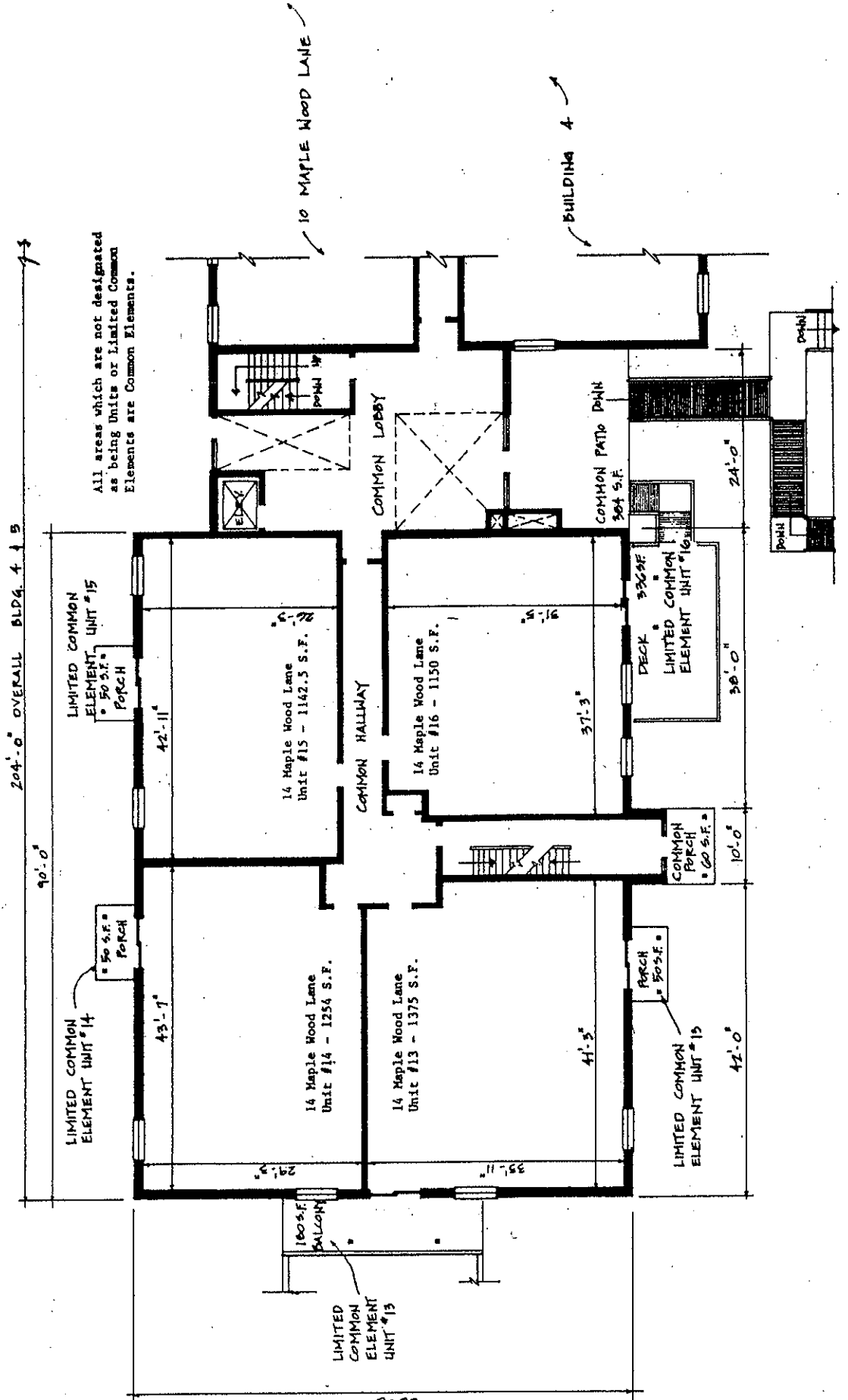
JOHN KNAPP AIA  
 ARCHITECT PLANNER  
 2308 GRANDVIEW BLVD  
 MADISON WI 53713  
 608-871-0190

MAPLE WOOD CONDOMINIUM HOMES PHASE 5  
 N. SHERMAN AVE. AT STEENSLAND  
 TAFF & TAFF BUILDERS  
 10 MAPLE WOOD LANE # 1  
 MADISON, WI 53704



32 BUILDING 5  
 BASEMENT PLAN

24 0 16  
 SCALE IN FEET



All areas which are not designated as being Units or Limited Common Elements are Common Elements.

10 MAPLE WOOD LANE

BUILDING 4

SECOND AMENDMENT TO CONDOMINIUM PLAT PAGE 3 OF 6

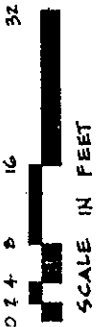
JOHN KNAPP AIA ARCHITECT PLANNER 2308 GRANDVIEW BLVD MADISON WIS 53713 608-271-0140

5

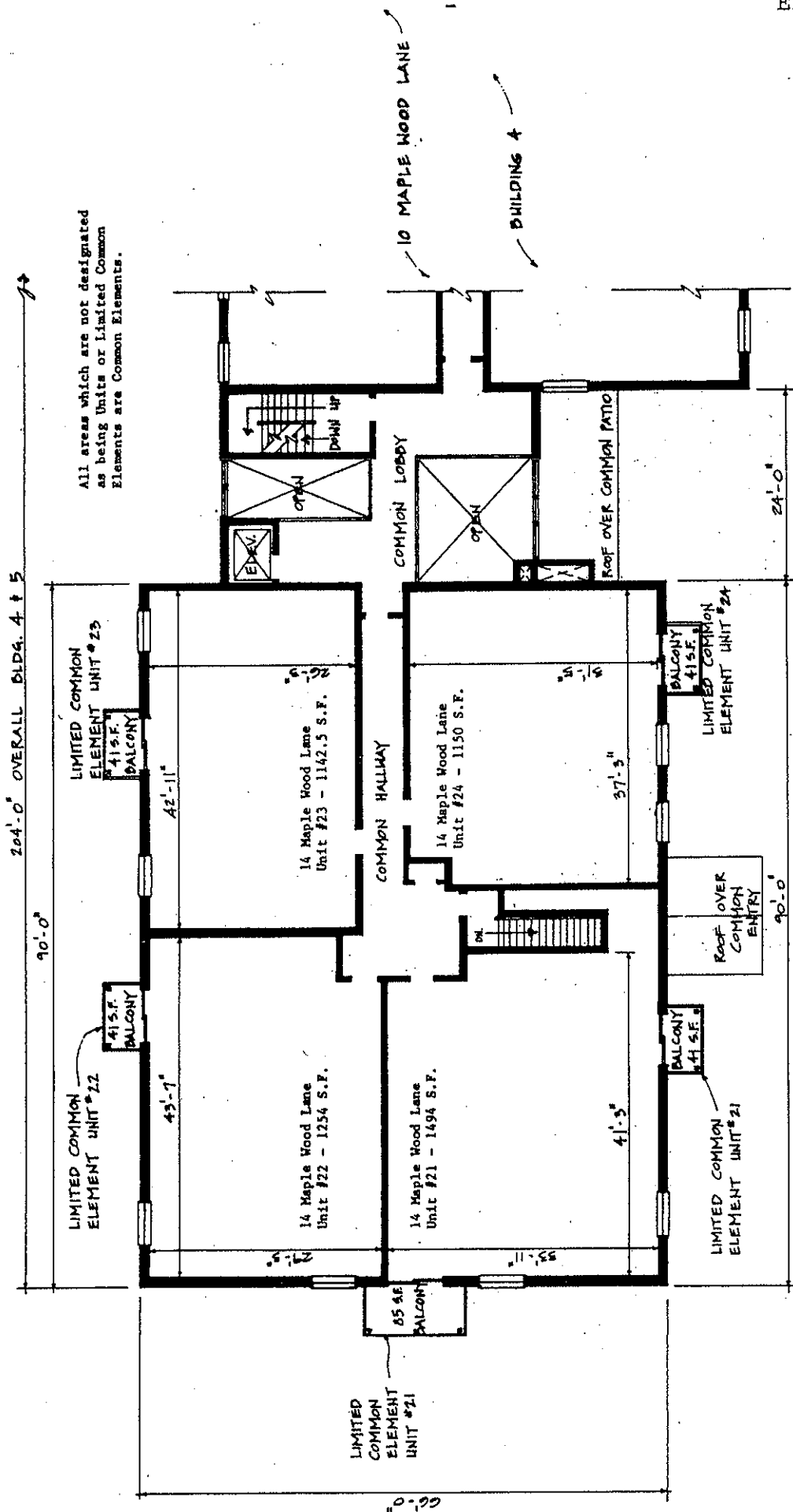
MAPLE WOOD CONDOMINIUM HOMES PHASE 5  
 N. SHERMAN AVE. AT STEENSLAND  
 TAFF & TAFF BUILDERS  
 10 MAPLE WOOD LANE #1  
 MADISON, WI 53704



32 BUILDING 5  
 FIRST FLOOR PLAN







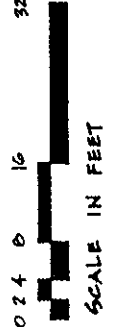
All areas which are not designated as being Units or Limited Common Elements are Common Elements.

MAPLE WOOD CONDOMINIUM HOMES PHASE 5  
 N. SHERMAN AVE. AT STEERSLAND  
 TAFF & TAFF BUILDERS  
 10 MAPLE WOOD LANE #1  
 MADISON, WI 53704

JOHN KNAPP AIA  
 ARCHITECT PLANNER  
 5508 GRANDVIEW BLVD  
 MADISON WIS 53713  
 608-871-0140



32 BUILDING 5  
 THIRD FLOOR PLAN



## MAPLE WOOD CONDOMINIUM HOMES

UNIT OWNERS' PERCENTAGE INTERESTS  
IN COMMON ELEMENTS

Building #1 - 1513 Steensland Drive,  
Building #4 - 10 Maple Wood Lane, and  
Building #5 - 14 Maple Wood Lane

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1513-#1 Steensland Drive	479.3	1.350403318%
1513-#2 Steensland Drive	558.0	1.572136556%
1513-#3 Steensland Drive	474.6	1.337161307%
1513-#4 Steensland Drive	1,242.0	3.499271689%
1513-#5 Steensland Drive	803.0	2.262411567%
1513-#6 Steensland Drive	946.4	2.666433758%
1513-#7 Steensland Drive	1,206.3	3.398688759%
10 Maple Wood Lane, Unit #1	1,375.0	3.873992410%
10 Maple Wood Lane, Unit #2	1,254.0	3.533081078%
10 Maple Wood Lane, Unit #3	1,142.5	3.218935511%
10 Maple Wood Lane, Unit #4	1,155.5	3.255562349%
10 Maple Wood Lane, Unit #5	1,375.0	3.873992410%
10 Maple Wood Lane, Unit #6	1,254.0	3.533081078%
10 Maple Wood Lane, Unit #7	1,142.5	3.218935511%
10 Maple Wood Lane, Unit #8	1,155.5	3.255562349%
10 Maple Wood Lane, Unit #9	1,455.0 ✓	4.099388332%
10 Maple Wood Lane, Unit #10	1,254.0	3.533081078%
10 Maple Wood Lane, Unit #11	1,142.5	3.218935511%
10 Maple Wood Lane, Unit #12	1,194.5	3.365442861%

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
14 Maple Wood Lane, Unit #13	1,375.0	3.873992410%
14 Maple Wood Lane, Unit #14	1,254.0	3.533081078%
14 Maple Wood Lane, Unit #15	1,142.5	3.218935511%
14 Maple Wood Lane, Unit #16	1,150.0	3.240066379%
14 Maple Wood Lane, Unit #17	1,375.0	3.873992410%
14 Maple Wood Lane, Unit #18	1,254.0	3.533081078%
14 Maple Wood Lane, Unit #19	1,142.5	3.218935511%
14 Maple Wood Lane, Unit #20	1,150.0	3.240066379%
14 Maple Wood Lane, Unit #21	1,494.0 ✓	4.209268844%
14 Maple Wood Lane, Unit #22	1,254.0	3.533081078%
14 Maple Wood Lane, Unit #23	1,142.5	3.218935511%
14 Maple Wood Lane, Unit #24	<u>1,150.0</u>	<u>3.240066379%</u>
	<u>35,493.1</u>	<u>100.000000000%</u>

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
MAPLE WOOD CONDOMINIUM HOMES



The undersigned, constituting at least seventy-five percent (75%) of the Unit Owners and Mortgagees of Maple Wood Condominium Homes, a condominium declared and existing under and by virtue of the Wisconsin Condominium Ownership Act and the Declaration of Condominiums of Maple Wood Condominium Homes, executed July 16, 1980, and recorded July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153 in the office of the Dane County Register of Deeds, do hereby amend said Declaration of Condominium of Maple Wood Condominium Homes, by deleting the present SECTION ELEVEN, paragraph (H) (2) and substituting therefor the following:

SECTION ELEVEN

GENERAL PROVISIONS

(H) Parking.

(2) Inside Parking. All Unit Owners shall be entitled to the exclusive use of at least one inside parking space for the duration of their ownership of a Unit. At the time of Declarant's initial sale of each Unit, the Unit purchaser may select an inside parking space not already assigned to another Unit Owner and shall, at closing, receive a guaranty, issued by the President of the Association, which shall entitle him to the exclusive use of the selected inside parking space for as long as he owns his Unit, and which shall, upon any resales or other subsequent conveyances of the Unit and upon assignment of the guaranty from grantor to grantee, also entitle each grantee of the Unit to the exclusive use of the inside parking space for the duration of his ownership of the Unit (hereinafter "Parking Guaranty"). In the event an initial Unit purchaser requests more than one inside parking space, he shall receive a Parking Guaranty for one space and a permit, issued by the Association's President, entitling him to the use of a second inside parking space, providing one is available, until such time his name is drawn, by lottery, by the Association on behalf of a Unit Owner who does not already have the exclusive use of an inside parking space and who has requested the same (hereinafter "Parking Permit"). Within sixty (60) days of such request, the Association shall draw, from the names of all Unit Owners who have a Parking Permit for a second inside parking space located in the building in which the requesting Unit Owner resides, the name of one such Unit Owner whose Parking Permit shall be terminated and whose second parking space shall then be assigned by Parking Guaranty to the requesting Unit Owner. Any Unit Owner may relinquish any parking space assigned to him upon at least sixty (60) days' written notice to the Association, but any such Unit Owner may not then request any assigned inside parking within one year of the date of said notice. Such relinquished parking space shall be assigned by Parking Guaranty to any Unit Owner without the exclusive use of an inside parking space who has requested the same within said sixty (60) day period, or by Parking Permit to the first Unit Owner on the waiting list maintained by the Association of Unit Owners desiring a second inside parking space. Unit Owners shall be specially assessed by the Association

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
MAPLE WOOD CONDOMINIUM HOMES

*Monther  
Coysey*

*Laura Taff  
No 6-8857*

*84*

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Fifth Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this \_\_\_\_\_ day of June, 1984, by PDT Partnership, a Wisconsin general partnership (hereinafter "Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act and the Declaration of Condominium of Maple Wood Condominium Homes.

WITNESSETH:

WHEREAS, Declarant established and created Maple Wood Condominium Homes by the recording of the Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Declaration") on July 23, 1980, in Volume 2068 of Records, at Page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds; and by recording of the Maple Wood Condominium Homes Plat on July 23, 1980, in Cabinet 2 of Condominium Plats, in Slot 23, and in Volume 2068 of Records, at page 58, as Document 1672154, in the office of the Dane County Register of Deeds; and

WHEREAS, Declarant, in Section Four C of said Declaration, reserved the right to reallocate the boundaries between adjoining units upon compliance with the provisions of the Condominium Ownership Act; and

WHEREAS, Declarant is the sole owner of Unit No. 13, Building 5, as shown in Exhibit A, which is attached hereto, and Unit No. 14, Building No. 5, as shown in Exhibit B, which is attached hereto, and that Declarant wishes to change the boundaries as indicated on Exhibits 1 and 2, to make Unit No. 13 and Unit No. 14, Building No. 5 to appear as indicated on said Exhibits No. 1 and No. 2.

WHEREAS, Declarant intends by making this Fifth Amendment to Declaration of Condominium to change the boundaries of Unit No. 13, Building No. 5 and Unit No. 14, Building No. 5 and by recording the same with the Office of the Dane County Register of Deeds, as indicated by Exhibits No. 1, 2 and Third Amendment to Condominium Plat and be subjected to the provisions of the Wisconsin Condominium Ownership Act and the Declaration;

That PDT Partnership will transfer and deed a part of Unit No. 14, Building No. 5, to Unit No. 13, Building No. 5.

NOW, THEREFORE, Declarant does hereby publish and declare that the changing of the boundaries of Unit No. 13 and Unit No. 14, Building No. 5, be changed as indicated in Exhibits No. 1, 2 and Third Amendment to Condominium Plat and shall be held, conveyed, encumbered, leased, rented, used and occupied as indicated in said above mentioned exhibits.

SECTION ONE

DEFINITIONS

All terms and phrases used in this Fifth Amendment shall have the meanings set forth in Section Two of the Declaration unless otherwise stated herein.

SECTION TWO

NEW PERCENTAGE INTERESTS APPURTENANT TO  
CHANGED BOUNDARIES OF THE TWO UNITS

Each owner of Unit No. 13 and Unit No. 14, Building No. 5, upon the recording of this Fifth Amendment and the Third Amendment to Condominium Plat shall henceforth have an undivided percentage interest in the Common Elements equal to the percentage obtained by dividing the square footage of each unit (Unit No. 13 and Unit No. 14, Building No. 5) by the sum of the square footage of all the units in Building No. 5.

SECTION THREE

VOTING RIGHTS

One vote shall appertain to each Unit (Unit No. 13 and Unit No. 14, Building No. 5)

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this \_\_\_\_\_ day of June, 1984.

PDT PARTNERSHIP

By: \_\_\_\_\_  
Fred A. Raemisch, Managing Agent

NOW, THEREFORE, Declarant does hereby publish and declare that the changing of the boundaries of Unit No. 13 and Unit No. 14, Building No. 5, be changed as indicated in Exhibits No. 1, 2 and Third Amendment to Condominium Plat and shall be held, conveyed, encumbered, leased, rented, used and occupied as indicated in said above mentioned exhibits.

SECTION ONE

DEFINITIONS

All terms and phrases used in this Fifth Amendment shall have the meanings set forth in Section Two of the Declaration unless otherwise stated herein.

SECTION TWO

NEW PERCENTAGE INTERESTS APPURTENANT TO  
CHANGED BOUNDARIES OF THE TWO UNITS

Each owner of Unit No. 13 and Unit No. 14, Building No. 5, upon the recording of this Fifth Amendment and the Third Amendment to Condominium Plat shall henceforth have an undivided percentage interest in the Common Elements equal to the percentage obtained by dividing the square footage of each unit (Unit No. 13 and Unit No. 14, Building No. 5) by the sum of the square footage of all the units in Building No. 5.

SECTION THREE

VOTING RIGHTS

One vote shall appertain to each Unit (Unit No. 13 and Unit No. 14, Building No. 5)

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this \_\_\_\_\_ day of June, 1984.

PDT PARTNERSHIP

By: \_\_\_\_\_  
Fred A. Raemisch, Managing Agent

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Fifth Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this \_\_\_\_\_ day of June, 1984, by PDT Partnership, a Wisconsin general partnership (hereinafter "Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act and the Declaration of Condominium of Maple Wood Condominium Homes.

WITNESSETH:

WHEREAS, Declarant established and created Maple Wood Condominium Homes by the recording of the Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Declaration") on July 23, 1980, in Volume 2068 of Records, at Page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds; and by recording of the Maple Wood Condominium Homes Plat on July 23, 1980, in Cabinet 2 of Condominium Plats, in Slot 23, and in Volume 2068 of Records, at page 58, as Document 1672154, in the office of the Dane County Register of Deeds; and

WHEREAS, Declarant, in Section Four C of said Declaration, reserved the right to reallocate the boundaries between adjoining units upon compliance with the provisions of the Condominium Ownership Act; and

WHEREAS, Declarant is the sole owner of Unit No. 13, Building 5, as shown in Exhibit A, which is attached hereto, and Unit No. 14, Building No. 5, as shown in Exhibit B, which is attached hereto, and that Declarant wishes to change the boundaries as indicated on Exhibits 1 and 2, to make Unit No. 13 and Unit No. 14, Building No. 5 to appear as indicated on said Exhibits No. 1 and No. 2.

WHEREAS, Declarant intends by making this Fifth Amendment to Declaration of Condominium to change the boundaries of Unit No. 13, Building No. 5 and Unit No. 14, Building No. 5 and by recording the same with the Office of the Dane County Register of Deeds, as indicated by Exhibits No. 1, 2 and Third Amendment to Condominium Plat and be subjected to the provisions of the Wisconsin Condominium Ownership Act and the Declaration;

That PDT Partnership will transfer and deed a part of Unit No. 14, Building No. 5, to Unit No. 13, Building No. 5.

CONSENT AND AGREEMENT OF MORTGAGE HOLDER

The undersigned, Home Savings and Loan Association, a Wisconsin corporation, is the mortgagee under a certain mortgage executed by the Declarant on June 8, 1983, and recorded on June 9, 1983 in Volume 4576, page 85, as Document No. 1784356 in the Office of the Dane County Register of Deeds, which mortgage covers the property described as Unit No. 13 and Unit No. 14, Building No. - 5, 14 Maplewood Lane, Madison, Dane County, Wisconsin. The undersigned has read the Declaration and this Fifth Amendment and hereby consents to the execution and recording of this Fifth Amendment and agrees to abide by the provisions of the Declaration. The undersigned further agrees that it shall release, by partial release, each Unit and the undivided percentage interest in the Common Elements appurtenant thereto from the lien of the undersigned's above referenced mortgage upon payment to the undersigned of the amount due and owing on each Unit.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by it's duly authorized officers on it's behalf this \_\_\_\_\_ day of June, 1984.

HOME SAVINGS AND LOAN ASSOCIATION

By: \_\_\_\_\_  
James R. Bradley, President

Attest: \_\_\_\_\_  
Royal D. Gibson, Secretary

ACKNOWLEDGMENT

State of Wisconsin) ) ss  
County of Dane )

Personally came before me this \_\_\_\_\_ day of June, 1984, the above named James R. Bradley and Royal D. Gibson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
D. C. Presentin  
Notary Public, Dane County, Wisconsin  
My Commission is Permanent

This Instrument Drafted by:  
Atty. D. C. Presentin

Return to:  
Atty. D. C. Presentin  
5011 Monona Drive  
Monona, Wisconsin 53716

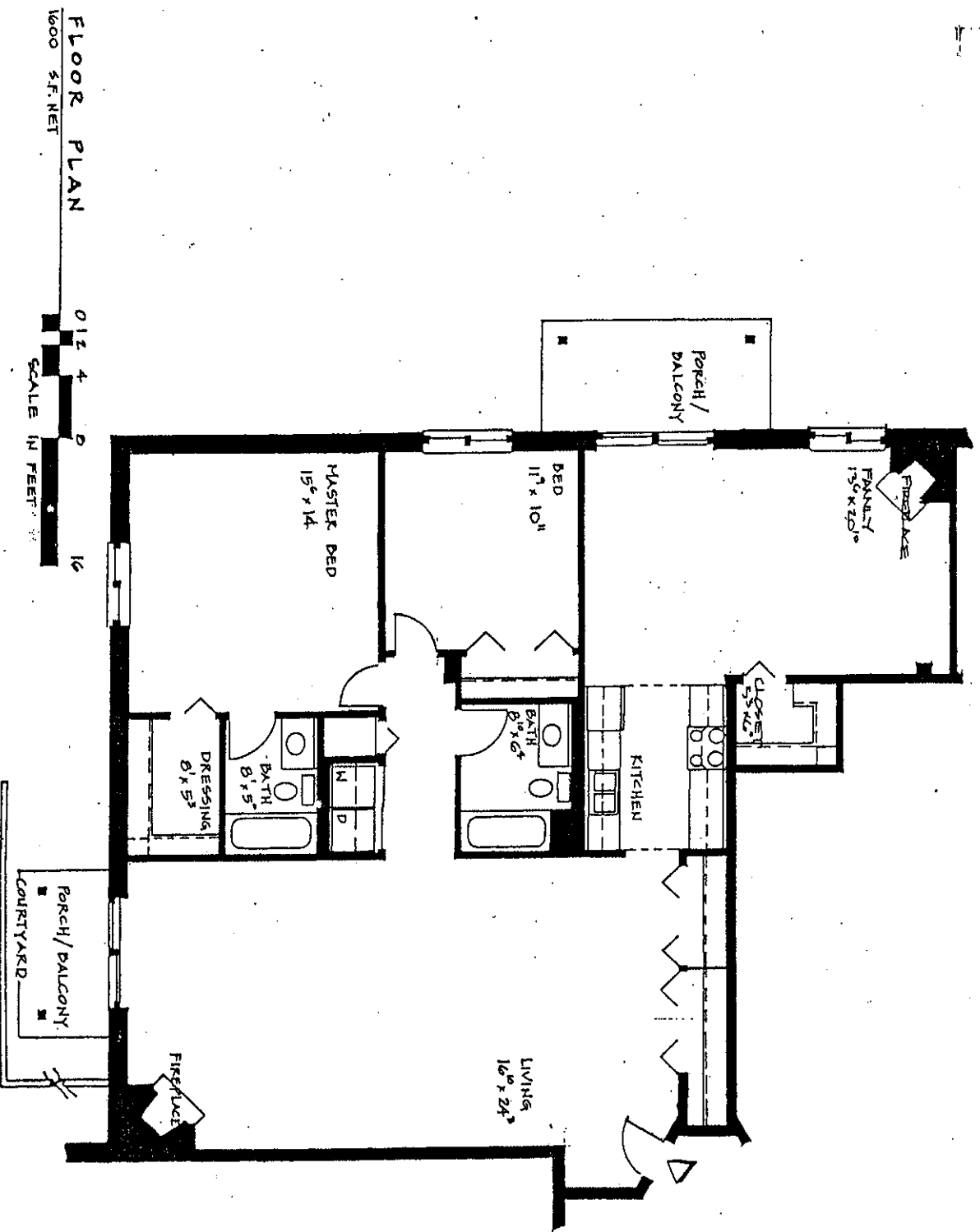
ACKNOWLEDGMENT

State of Wisconsin) )  
County of Dane ) ss

Personally came before me this \_\_\_\_\_ day of June, 1984,  
the above named Fred A. Raemisch, to me known to be the person  
who executed the foregoing instrument and acknowledged the same.

-----  
D. C. Presentin  
Notary Public, Wisconsin  
My Commission is Permanent





TAFF & TAFF BUILDERS, INC.  
 10 MAPLE WOOD LANE #1  
 MADISON, WI 53704

MAPLE WOOD CONDOMINIUM HOMES  
 NORTH SHERMAN AVE AT STENSLAND  
 MADISON, WI 53704

E. JOHN KNAPP A.I.A.  
 ARCHITECT PLANNER  
 3305 GRANDVIEW BLVD.  
 MADISON, WI 53713  
 608 271 0140

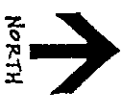
BUILDING 5  
 DWELLING UNIT  
**A**

Model Plan for:  
 14 Maple Wood Lane - Unit #13

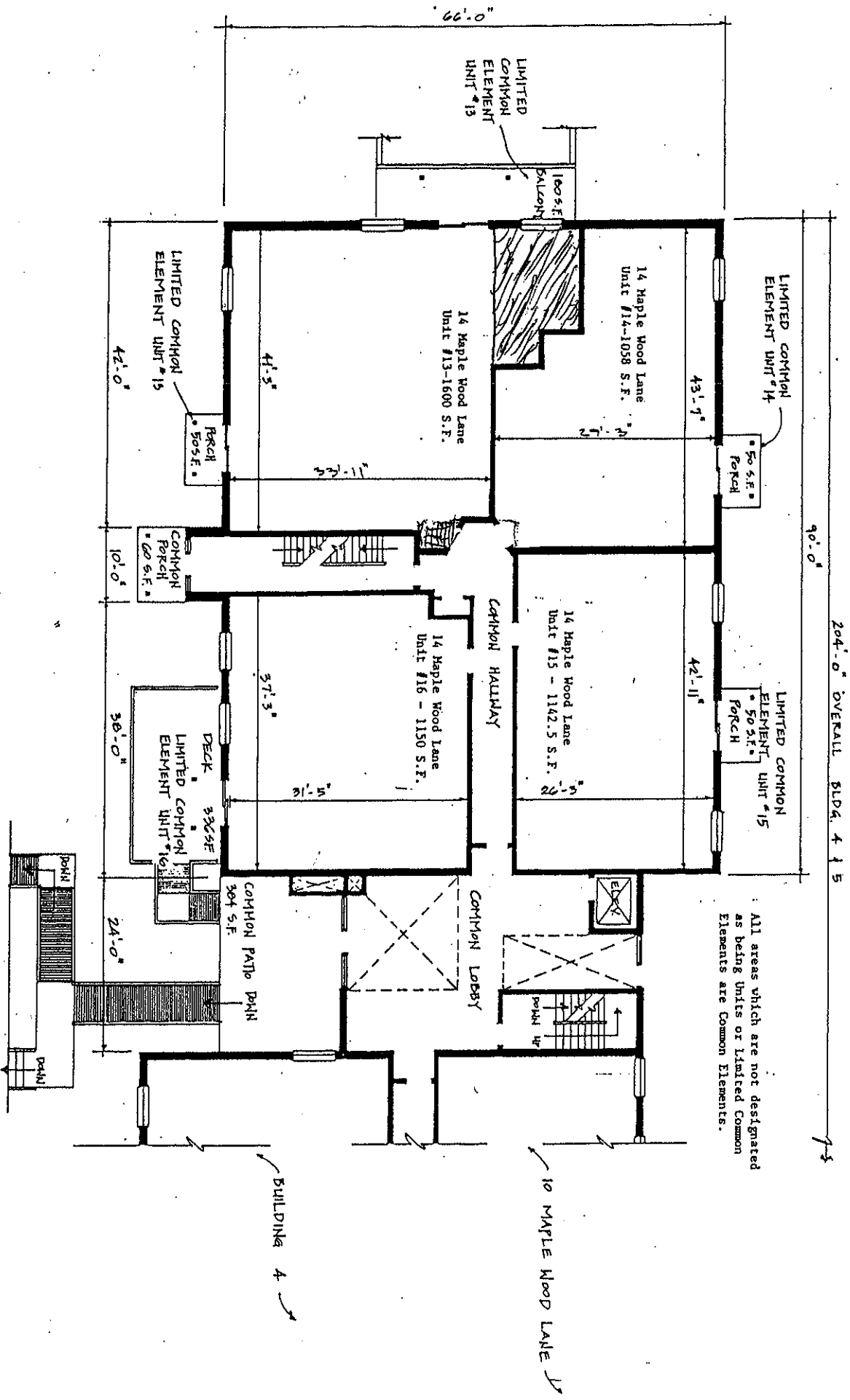
Exhibit No. 1

0 2 4 8 16  
 SCALE IN FEET

32 BUILDING 5  
 FIRST FLOOR PLAN



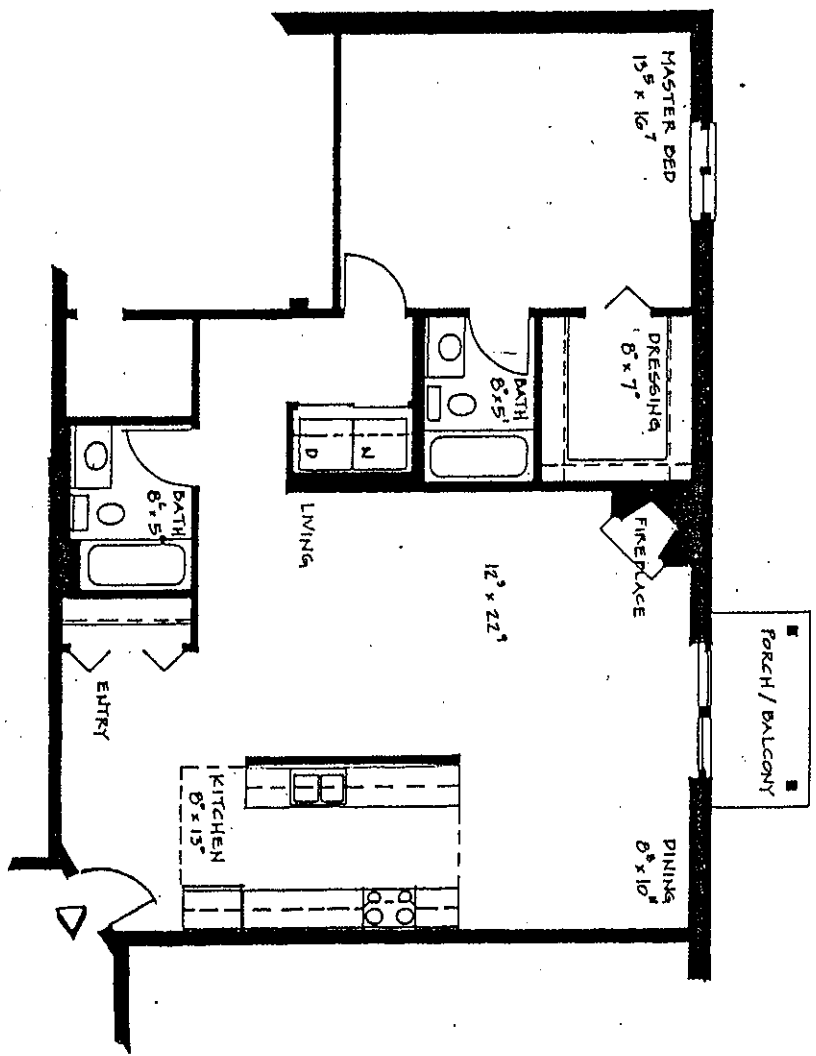
Third Amendment Condominium Plat



MAPLE WOOD CONDOMINIUM HOMES PHASE 5  
 N. SHERMAN AVE. AT STEENSLAND  
 TAFE & TAFE BUILDERS  
 10 MAPLE WOOD LANE #1  
 MADISON, WI 53704

JOHN KNAAPP AIA  
 ARCHITECT PLANNER  
 3308 GRANDVIEW BLVD  
 MADISON WI 53718  
 608-871-0140

SECOND AMENDMENT  
 TO CONDOMINIUM  
 PLAT PAGE 3 OF 6



FLOOR PLAN 0 12 4 8 16  
 10SD S.F. NET  
 SCALE IN FEET

Model Plan for  
 14 Maple Wood Lane - Unit #14

TAFF & TAFF BUILDERS, INC.  
 10 MARLE WOOD LANE #1  
 MADISON, MI 53704

MAPLE WOOD CONDOMINIUM HOMES  
 NORTH SHEKMAN AVE. AT STENSLAND  
 MADISON, MI

E. JOHN KNAPP A.I.A.  
 ARCHITECT PLANNER  
 3305 GRANDVIEW BLVD.  
 MADISON, MI 53713  
 600 271 0140

BUILDING DWELLING UNIT  
**5 B**

Exhibit No. 2

That PDT Partnership is desirous of transferring and deeding a part of Unit No. 14, Building No. 5, Maple Wood Condominium, to Unit No. 13, Building No. 5, Maple Wood Condominium.

That Wisconsin Statutes, 703.13(6)(b) requires 30 days notice to those unit owners in said building.

That the undersigned, owners of Unit No. 15, Building No. 5, Maple Wood Condominium, hereby waive the right to a 30 day notice and approve of said transfer.

Dated: \_\_\_\_\_, 1984.

-----  
James Seefeldt

-----  
Seefeldt

That PDT Partnership is desirous of transferring and deeding a part of Unit No. 14, Building No. 5, Maple Wood Condominium, to Unit No. 13, Building No. 5, Maple Wood Condominium.

That Wisconsin Statutes, 703.13(6)(b) requires 30 days notice to those unit owners in said building.

That the undersigned, owners of Unit No. 16, Building No. 5, Maple Wood Condominium, hereby waive the right to a 30 day notice and approve of said transfer.

Dated: \_\_\_\_\_, 1984.

-----  
E. Neil Sowatzke

-----  
Sowatzke

That PDT Partnership is desirous of transferring and deeding a part of Unit No. 14, Building No. 5, Maple Wood Condominium, to Unit No. 13, Building No. 5, Maple Wood Condominium.

That Wisconsin Statutes, 703.13(6)(b) requires 30 days notice to those unit owners in said building.

That the undersigned, owners of Unit No. 17, Building No. 5, Maple Wood Condominium, hereby waive the right to a 30 day notice and approve of said transfer.

Dated: \_\_\_\_\_, 1984.

-----  
Harold Ziegler

-----  
Ziegler

That PDT Partnership is desirous of transferring and deeding a part of Unit No. 14, Building No. 5, Maple Wood Condominium, to Unit No. 13, Building No. 5, Maple Wood Condominium.

That Wisconsin Statutes, 703.13(6)(b) requires 30 days notice to those unit owners in said building.

That the undersigned, owners of Unit No. 21, Building No. 5, Maple Wood Condominium, hereby waive the right to a 30 day notice and approve of said transfer.

Dated: \_\_\_\_\_, 1984.

-----  
Otto Manthei

-----  
Manthei

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES



SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Sixth Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this \_\_\_\_\_ day of May, 1985, by Taff & Taff Builders, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act and the Declaration of Condominium of Maple Wood Condominium Homes.

WITNESSETH:

WHEREAS, PDT Partnership, a Wisconsin general partnership and the original declarant of this condominium (hereinafter "PDT") established and created Maple Wood Condominium Homes by the recording of the Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Declaration") on July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds; and by the recording of the Maple Wood Condominium Homes Plat on July 23, 1980, in Cabinet 2 of Condominium Plats, in Slot 23, and in Volume 2068 of Records, at page 58, as Document No. 1672154, in the office of the Dane County Register of Deeds; and

WHEREAS, PDT, in Section Twelve of said Declaration, reserved, on behalf of itself and its successors and assigns, the right to expand Maple Wood Condominium Homes by subjecting additional property to the Declaration; and

WHEREAS, PDT, in the Assignment of Declarant Control, dated September 11, 1984, and recorded September 17, 1984, in Volume 6095 of Records, at page 64, as Document No. 1851429, in the office of the Dane County Register of Deeds, assigned to Declarant the declarant control, including expansion rights, previously reserved and exercised by PDT; and

WHEREAS, Declarant is the sole owner of certain property located in the City of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Third Additional Parcel"); and

WHEREAS, Declarant has caused a Fourth Amendment to Condominium Plat to be prepared which describes the building and other improvements constructed and to be constructed upon the Third Additional Parcel; and

WHEREAS, Declarant intends by making this Sixth Amendment to Declaration of Condominium (hereinafter "Sixth Amendment") and the aforesaid Fourth Amendment to Condominium Plat and by recording the same with the office of the Dane County Register of Deeds, to expand Maple Wood Condominium Homes by subjecting the Third Additional Parcel described in Exhibit A and the building and other improvements constructed and to be constructed thereon to the provisions of the Wisconsin Condominium Ownership Act and the Declaration;

NOW, THEREFORE, Declarant does hereby publish and declare that the Third Additional Parcel described in Exhibit A, and the buildings and other improvements constructed and to be constructed thereon shall be held, conveyed, encumbered, leased, rented, used and occupied subject to all covenants, conditions, restrictions and easements set forth in the Declaration, any amendments thereto, and herein.

#### SECTION ONE

##### DEFINITIONS

All terms and phrases used in this Sixth Amendment shall have the meanings set forth in Section Two of the Declaration unless otherwise stated herein.

#### SECTION TWO

##### DESCRIPTION OF BUILDINGS AND IMPROVEMENTS LOCATED ON THE FIRST ADDITIONAL PARCEL

The building located on the land described in Exhibit A shall contain 15 Units. A survey map of the land showing the location of this building is attached hereto as Exhibit B and incorporated herein by reference. A set of floor plans of this building showing the layout, Unit number, and dimensions of the 15 Units is attached hereto as Exhibit C and incorporated herein by reference.

#### SECTION THREE

##### NEW PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT IN EXPANDED CONDOMINIUM

Each Unit Owner in the Condominium as expanded upon the recording of this Sixth Amendment and the Fourth Amendment to



CONSENT AND AGREEMENT OF MORTGAGE HOLDER

The undersigned, Anchor Savings & Loan Association, is the mortgagee under a certain mortgage executed by PDT Partnership to Provident Savings & Loan Association, now Anchor Savings & Loan Association, on October 25, 1982, and recorded on October 27, 1982, in Volume 3948 of Records, at page 78, as Document No. 1756499 in the office of the Dane County Register of Deeds, which mortgage covers the lands described in Exhibit A, said mortgage having been assumed by Declarant. The undersigned has read the Declaration and this Sixth Amendment and hereby consents to the execution and recording of this Sixth Amendment and agrees to abide by the provisions of the Declaration and all amendments thereto, and the Wisconsin Condominium Ownership Act. The undersigned further acknowledges and agrees that it shall release, by partial release, each Unit listed below and the undivided percentage interest in the Common Elements appurtenant thereto from the lien of the undersigned's above-referenced mortgage upon payment to the undersigned of the lessor of the balance due and owing under said mortgage or the following sum plus the proportional amount of accrued interest, if any, with respect to each said Unit:

<u>Unit Number</u>	<u>Amount</u>
6 Maple Wood Lane, Unit #1	\$ 52,419.55
6 Maple Wood Lane, Unit #2	58,859.86
6 Maple Wood Lane, Unit #3	53,637.12
6 Maple Wood Lane, Unit #4	57,514.11
6 Maple Wood Lane, Unit #5	79,654.65
6 Maple Wood Lane, Unit #6	52,419.55
6 Maple Wood Lane, Unit #7	59,628.84
6 Maple Wood Lane, Unit #8	52,355.46
6 Maple Wood Lane, Unit #9	57,738.40
6 Maple Wood Lane, Unit #10	85,934.75
6 Maple Wood Lane, Unit #11	52,419.55
6 Maple Wood Lane, Unit #12	59,628.84
6 Maple Wood Lane, Unit #13	52,355.46
6 Maple Wood Lane, Unit #14	57,738.40
6 Maple Wood Lane, Unit #15	92,695.46
	<u>\$925,000.00</u>

The undersigned also hereby releases all other Units of Maple Wood Condominium Homes not listed above, present and future, and the undivided percentage interests in the Common Elements appurtenant thereto, from the lien, if any, of the undersigned's above-referenced mortgage.



MAPLE WOOD CONDOMINIUM HOMES  
THIRD ADDITIONAL PARCEL

A parcel of land being Lot 6 and part of Lot 5, Paul A. Roth Plat and part of Lot 2, Northgate Annex, located in the Southeast 1/4 of the Northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet; thence N0°04'36"W, 1,008.79 feet; thence N0°02'52"E, 145.26 feet to the point of beginning of this description; thence continue N0°02'52"E, 142.78 feet; thence S89°56'30"W, 147.41 feet; thence S0°19'30"E, 151.28 feet; thence N86°37'20"E, 146.69 feet to the point of beginning.

PHASE 2

A parcel of land being Lot 6 and part of Lot 5, Paul A. Roth Plat and part of Lot 2, Northgate Annex, located in the Southeast 1/4 of the Northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 1; thence N 89°-21'-51" W, 33.00 feet; thence N 0°-04'-36" W, 1,008.79 feet; thence N 0°-02'-52" E, 145.26 feet to the point of beginning of this description; thence S 89°-56'-30" W, 147.41 feet; thence S 0°-19'-30" E, 151.28 feet; thence N 86°-37'-20" E, 146.69 feet to the point of beginning.

"I, John F. Bloodgood, R.L.S. 343, Registered Land Surveyor, hereby certify that the plat hereon is a correct representation of the property described, that the floor plans are reproductions of the plans furnished by the architect, and that the identification and location of each unit and the common elements can be determined from the plat." Dated this 7 day of May, 1985.

*John F. Bloodgood*  
John F. Bloodgood, R.L.S. 343

NOTE: "All individual porches and balconies constitute Limited Common Elements. All outdoor parking spaces, driveways, sidewalks, entranceways, porches, yard space, and all other amenities not within the units constitute Common Elements."

FOURTH AMENDMENT TO CONDOMINIUM HOMES PLAT OF THE MAPLE WOOD CONDOMINIUM HOMES.

PAGE 1 of 6

"PHASE 2"

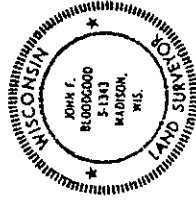
MAPLE WOOD CONDOMINIUM HOMES DANE COUNTY

SCALE: AS SHOWN DATE: 5/3/85

HEAD AND HUNT, INC. CONSULTING ENGINEERS MADISON, WISCONSIN

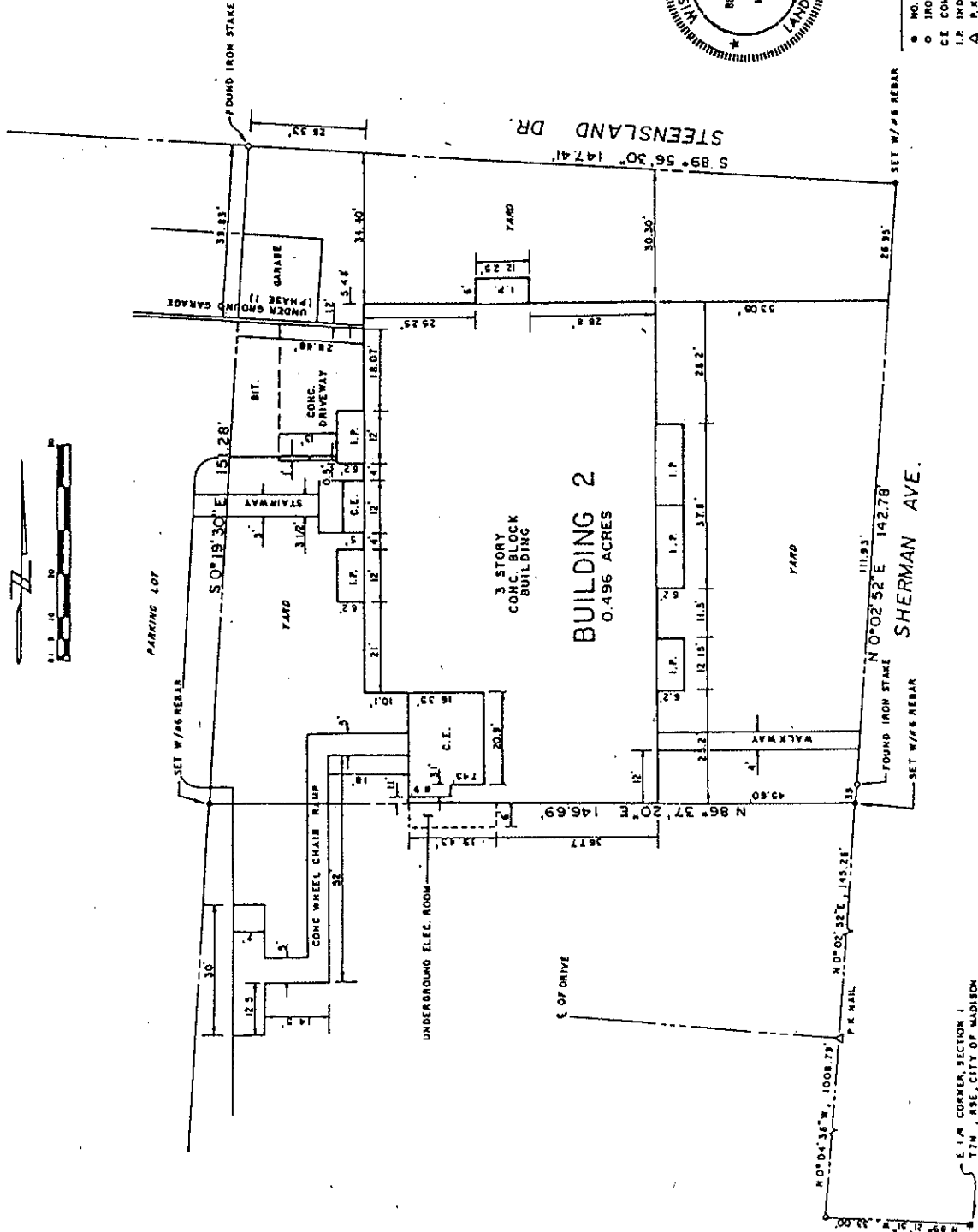
M110

JOB T43-85



LEGEND

- NO. 6 REBAR SET
- IRON STAKE FOUND
- CE COMMON ENTRANCE WAY
- I.P. INDIVIDUAL PORCH
- △ P.K. MAIL

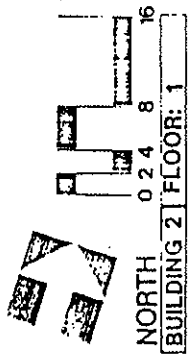




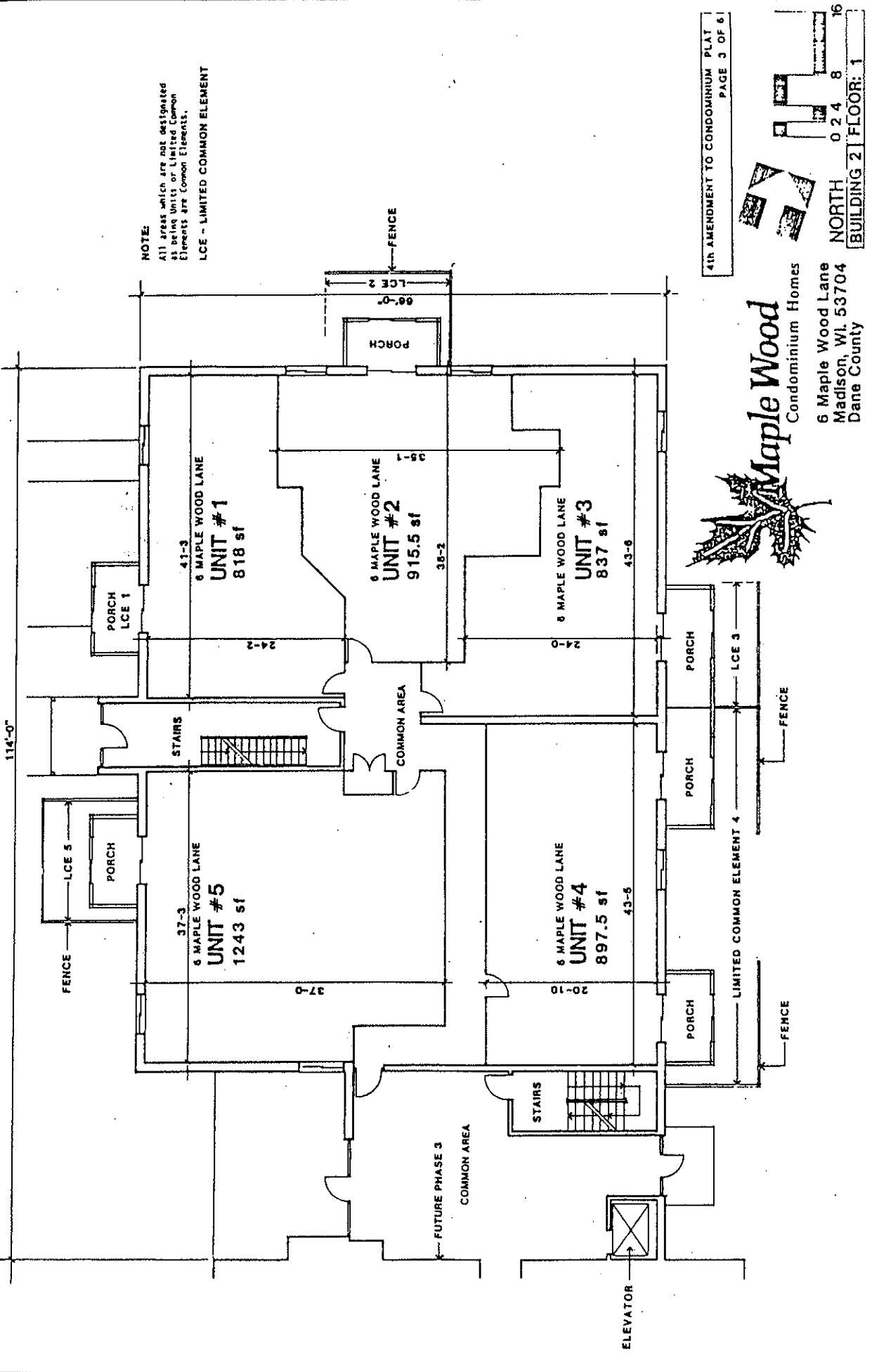


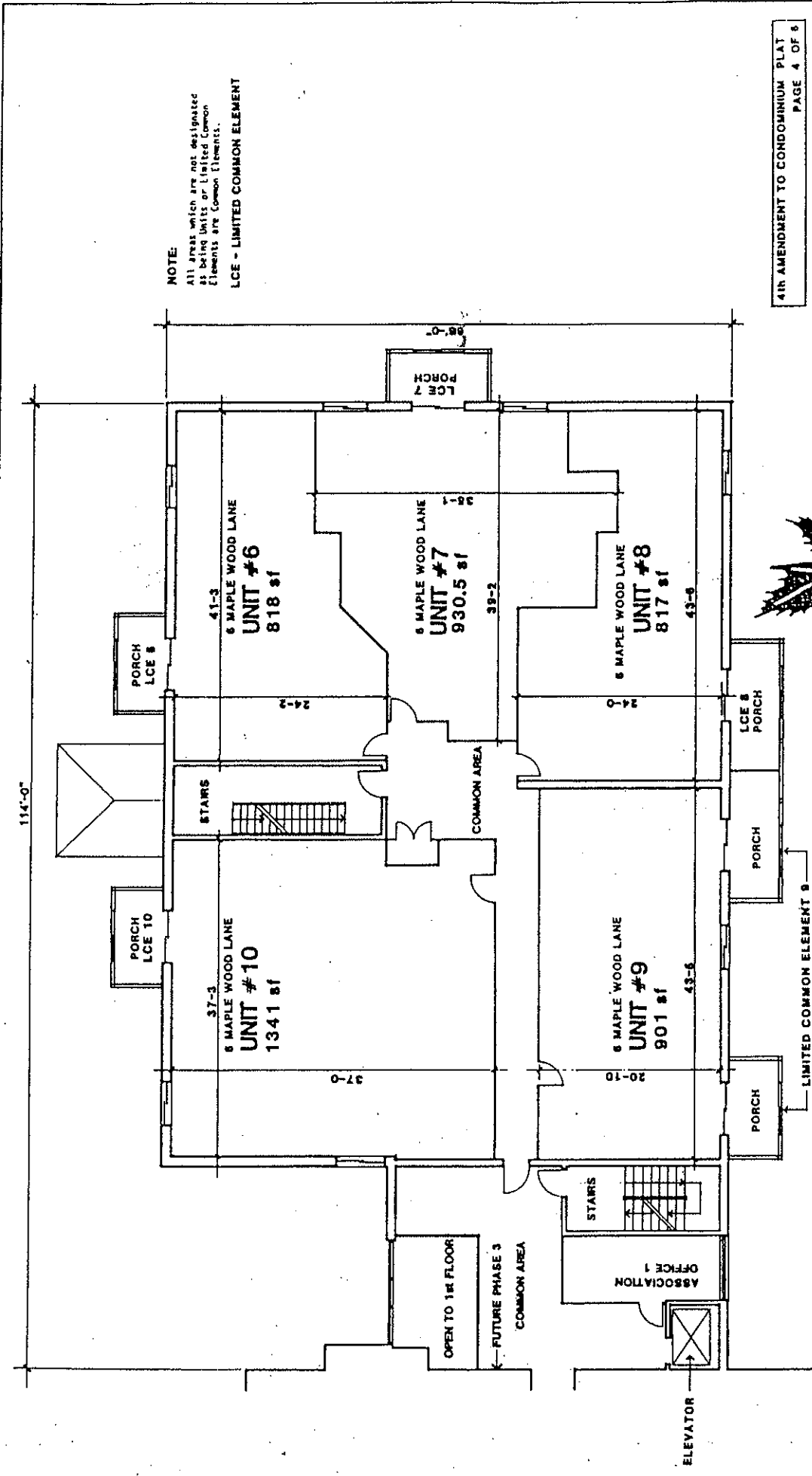
NOTE:  
All areas which are not designated as Units or Limited Common Elements are Common Elements.  
LCE - LIMITED COMMON ELEMENT

4th AMENDMENT TO CONDOMINIUM PLAT  
PAGE 3 OF 61



**Maple Wood**  
Condominium Homes  
6 Maple Wood Lane  
Madison, WI 53704  
Dane County





**NOTE:**  
All areas which are not designated as being units or Limited Common Elements are Common Elements.  
LCE - LIMITED COMMON ELEMENT

4th AMENDMENT TO CONDOMINIUM PLAT PAGE 4 OF 6

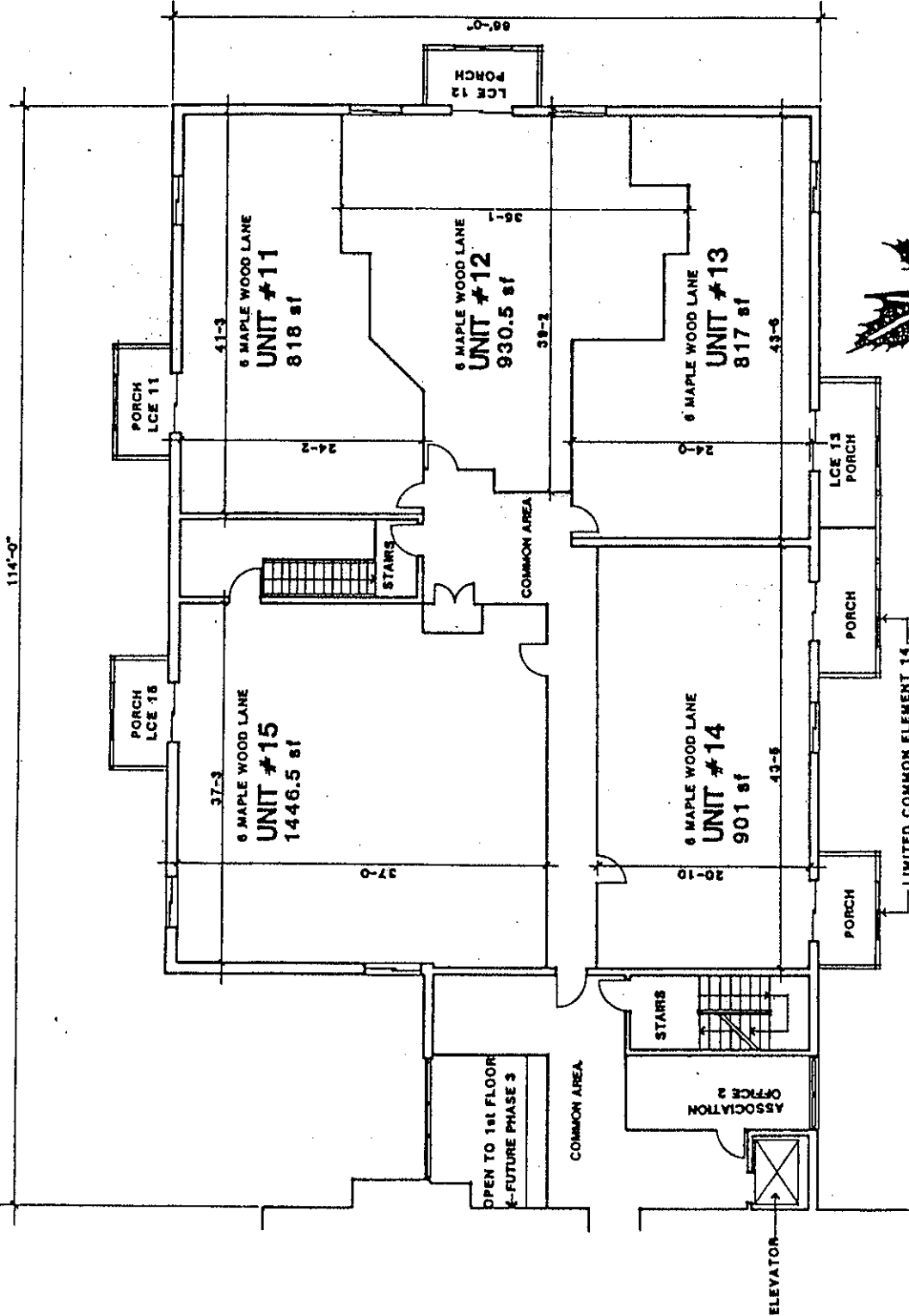
Maple Wood  
Condominium Homes  
6 Maple Wood Lane  
Madison, WI 53704  
Dane County

NORTH 0 2 4 8 16  
BUILDING 2 | FLOOR: 2

**NOTE:**

All areas which are not designated as being Units or Limited Common Elements are Common Elements.

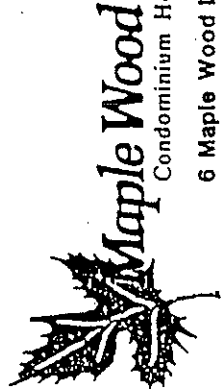
LCE - LIMITED COMMON ELEMENT



4th AMENDMENT TO CONDOMINIUM PLAT  
PAGE 8 OF 9



NORTH  
BUILDING 2 FLOOR: 3  
0 2 4 8 16



Maple Wood  
Condominium Homes  
6 Maple Wood Lane  
Madison, WI 53704  
Dane County

## MAPLE WOOD CONDOMINIUM HOMES

UNIT OWNERS' PERCENTAGE INTERESTS  
IN COMMON ELEMENTS

Building #1 - 1513 Steensland Drive,  
Building #2 - 6 Maple Wood Lane,  
Building #4 - 10 Maple Wood Lane, and  
Building #5 - 14 Maple Wood Lane

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1513-#1 Steensland Drive	479.3	.95943%
1513-#2 Steensland Drive	558.0	1.11697%
1513-#3 Steensland Drive	474.6	.95002%
1513-#4 Steensland Drive	1,242.0	2.48616%
1513-#5 Steensland Drive	803.0	1.60740%
1513-#6 Steensland Drive	946.4	1.89444%
1513-#7 Steensland Drive	1,206.3	2.41470%
6 Maple Wood Lane, Unit #1	818.0	1.63742%
6 Maple Wood Lane, Unit #2	918.5	1.83860%
6 Maple Wood Lane, Unit #3	837.0	1.67545%
6 Maple Wood Lane, Unit #4	897.5	1.79656%
6 Maple Wood Lane, Unit #5	1,243.0	2.48816%
6 Maple Wood Lane, Unit #6	818.0	1.63742%
6 Maple Wood Lane, Unit #7	930.5	1.86262%
6 Maple Wood Lane, Unit #8	817.0	1.63542%
6 Maple Wood Lane, Unit #9	901.0	1.80350%
6 Maple Wood Lane, Unit #10	1,341.0	2.68433%
6 Maple Wood Lane, Unit #11	818.0	1.63742%
6 Maple Wood Lane, Unit #12	930.5	1.86262%
6 Maple Wood Lane, Unit #13	817.0	1.63542%
6 Maple Wood Lane, Unit #14	901.0	1.80357%
6 Maple Wood Lane, Unit #15	1,446.5	2.89551%
10 Maple Wood Lane, Unit #1	1,375.0	2.75239%
10 Maple Wood Lane, Unit #2	1,254.0	2.51018%
10 Maple Wood Lane, Unit #3	1,142.5	2.28699%
10 Maple Wood Lane, Unit #4	1,155.5	2.31301%
10 Maple Wood Lane, Unit #5	1,375.0	2.75239%
10 Maple Wood Lane, Unit #6	1,254.0	2.51018%
10 Maple Wood Lane, Unit #7	1,142.5	2.28699%
10 Maple Wood Lane, Unit #8	1,155.5	2.31301%
10 Maple Wood Lane, Unit #9	1,455.0	2.91253%
10 Maple Wood Lane, Unit #10	1,254.0	2.51018%
10 Maple Wood Lane, Unit #11	1,142.5	2.28699%
10 Maple Wood Lane, Unit #12	1,194.5	2.39108%

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
14 Maple Wood Lane, Unit #13	1,600.0	3.20278%
14 Maple Wood Lane, Unit #14	1,058.0	2.11784%
14 Maple Wood Lane, Unit #15	1,142.5	2.28699%
14 Maple Wood Lane, Unit #16	1,150.0	2.30200%
14 Maple Wood Lane, Unit #17	1,375.0	2.75239%
14 Maple Wood Lane, Unit #18	1,254.0	2.51018%
14 Maple Wood Lane, Unit #19	1,142.5	2.28699%
14 Maple Wood Lane, Unit #20	1,150.0	2.30200%
14 Maple Wood Lane, Unit #21	1,494.0	2.99060%
14 Maple Wood Lane, Unit #22	1,254.0	2.51018%
14 Maple Wood Lane, Unit #23	1,142.5	2.28699%
14 Maple Wood Lane, Unit #24	1,150.0	2.30200%
TOTALS	<u>49,956.6</u>	<u>100.00000%</u>

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Seventh Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this \_\_\_\_\_ day of March, 1986, by Lawrence J. Taff, President and principal officer of Maple Wood Condominium Association, Inc., the association of Unit Owners for Maple Wood Condominium Homes, and Taff & Taff Builders, Inc., a Wisconsin corporation and owner of 6 Maple Wood Lane, Unit #5, Maple Wood Condominium Homes, City of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter "Unit 5");

WITNESSETH:

WHEREAS, Lawrence J. Taff (hereinafter "Principal Officer") has received the written application of Taff & Taff Builders, Inc. (hereinafter "Separator") proposing the separation of Unit #5 into two (2) smaller Units; and

WHEREAS, the Principal Officer on February 20, 1986, mailed written notice of this proposed separation to all other Unit Owners in Maple Wood Condominium Homes; and

WHEREAS, the Principal Officer has caused to be prepared this Seventh Amendment to Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Seventh Amendment") and a Fifth Amendment to Condominium Plat of Maple Wood Condominium Homes (hereinafter "Fifth Amendment to Plat") which shows the boundaries, new dimensions and new Unit numbers of the new Units, a copy of which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Board of Directors of Maple Wood Condominium Association, Inc. (hereinafter the "Board") has together with the Separator reviewed the Separator's written application, the Principal Officer's February 20 written notice, this Seventh Amendment and the Fifth Amendment to Plat and found the same and all separations and allocations therein to be reasonable and acceptable;

NOW, THEREFORE, the Principal Officer and the Separator, by making and executing this Seventh Amendment and the Fifth Amendment to Plat and by recording the same with the office of the Dane County Register of Deeds, do hereby, pursuant to Section

Four (C) of the Declaration of Condominium of Maple Wood Condominium Homes, recorded on July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds (hereinafter "Declaration"), and pursuant to sec. 703.13(7), Stats., separate Unit #5 on the terms and conditions and subject to the allocations set forth herein and in the Fifth Amendment to Plat.

## SECTION ONE

### DEFINITIONS

All terms and phrases used in this Seventh Amendment to Declaration shall have the meanings set forth in SECTION TWO of the Declaration unless otherwise stated herein.

## SECTION TWO

### DESCRIPTION OF UNIT BEING SEPARATED

The Unit separated by this Seventh Amendment and the Fifth Amendment to Plat is 6 Maple Wood Lane, Unit #5, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Unit #5").

## SECTION THREE

### UNIT NUMBERS OF NEW UNITS

The Unit numbers of the two new Units created by this separation of Unit #5 shall be 6 Maple Wood Lane, Unit #5A and 6 Maple Wood Lane, Unit #5B. These new Unit numbers shall refer to the two new Units created as shown in Exhibit B.

## SECTION FOUR

### PERCENTAGE INTERESTS IN COMMON ELEMENTS AND IN LIABILITIES AND RIGHTS TO COMMON SURPLUSES FOR COMMON EXPENSES APPURTENANT TO NEW UNITS

The Unit Owner of 6 Maple Wood Lane, Unit #5A shall have an undivided percentage interest in the Common Elements and in the liabilities for Common Expenses and a right to Common Surpluses equal to 2.10182 percent and the Unit Owner of 6 Maple Wood Lane, Unit #5B shall have an undivided percentage interest in the



Common Elements and in the liabilities for Common Expenses and a right to Common Surpluses equal to .38634 percent. These percentages reflect a division of the percentage interests appurtenant to the former 6 Maple Wood Lane, Unit #5 proportionate to the relative square footage of the two new Units. The percentage interests of all other Unit Owners are not affected by this Seventh Amendment. In the event this Condominium is expanded pursuant to Section Twelve of the Declaration to add additional Units to this Condominium, each Unit Owner, including the Unit Owners of Unit #5A and Unit #5B, shall, as stated in said Section Twelve of the Declaration, have an undivided percentage interest in the Common Elements equal to the percentage obtained by dividing the square footage of each such Unit Owner's Unit by the sum of the square footage of all Units in the then-expanded Condominium.

#### SECTION FIVE

##### LIMITED COMMON ELEMENTS APPURTENANT TO NEW UNITS

The porch and surrounding fenced-in area labelled "LCE5" on page 3 of the Fourth Amendment to Condominium Plat of Maple Wood Condominium Homes, recorded on May 14, 1985, in Volume 4 of Condominium Plats, in Slot 64, at pages 724-29, as Document No. 1879428 (hereinafter "Fourth Amendment to Plat"), now labelled "LCE5A" on the Fifth Amendment to Plat, as shown in Exhibit B, shall henceforth be a Limited Common Element appurtenant to 6 Maple Wood Lane, Unit #5A.

#### SECTION SIX

##### VOTING RIGHTS APPURTENANT TO NEW UNITS

One vote shall appertain to 6 Maple Wood Lane, Unit #5A and one vote shall appertain to 6 Maple Wood Lane, Unit #5B.

IN WITNESS WHEREOF, the Principal Officer has executed this Instrument this 23rd day of March, 1986.

MAPLE WOOD CONDOMINIUM  
ASSOCIATION, INC.

By: Lawrence J. Taff  
Lawrence J. Taff, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 23<sup>rd</sup> day of March, 1986, the above-named, Lawrence J. Taff, President of Maple Wood Condominium Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Marilyn K. Simpson  
Name:  
Notary Public, State of Wisconsin  
My Commission Expires: Aug 27, 1989

IN WITNESS WHEREOF, Separator has caused this instrument to be signed this 23<sup>rd</sup> day of March, 1986.

TAFF & TAFF BUILDERS, INC.

By: James F. Taff  
James F. Taff, President

Attest: Lawrence J. Taff  
Lawrence J. Taff  
Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 23<sup>rd</sup> day of March, 1986, the above-named James F. Taff, President and Lawrence J. Taff, Vice President, of Taff & Taff Builders, Inc., to me known to be the persons who executed the foregoing instrument, to me known to be the President and Vice President of said Corporation and acknowledged that they executed the foregoing instruments as such officers as the deed of said Corporation, by its authority.

Marilyn K. Simpson  
Name:  
Notary Public, State of Wisconsin  
My Commission Expires: Aug 27, 1989



Anchor Savings & Loan Association; to me known to be the persons who executed the foregoing instrument and to me known to be such Assistant Vice President and K.N. Solberg of said association and acknowledged that they executed the foregoing Consent and Agreement as such officers of said Anchor Savings & Loan Association, by its authority.

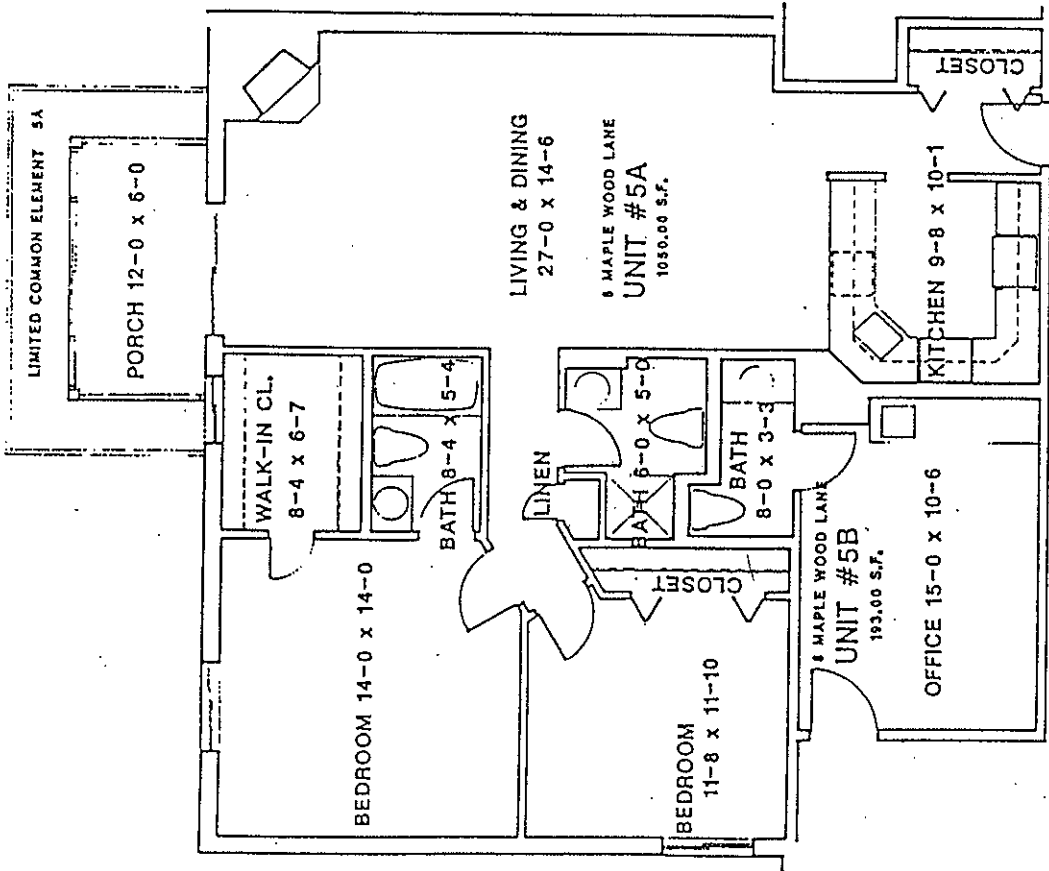
Sandra E. Tarman  
Name: Sandra E. Tarman  
Notary Public, State of Wisconsin  
My Commission Expires: 6/25/89

This Instrument Drafted By:  
Debra Peterson Conrad

RETURN TO: Jorgensen & Conrad  
P. O. Box 56190  
Madison, WI 53705

Unit 5, of Phase 2, of Maple Wood Condominium Homes (6 Maple Wood Lane), in the City of Madison, Dane County, Wisconsin as set forth in Declaration of Condominium recorded in Volume 2068 of Records, page 17, as Document No. 1672153; and as amended by First Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 2956 of Records, page 28, as Document No. 1713635; and by Second Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 3123 of Records, page 52, as Document No. 1720659; and by Third Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 3905 of Records, page 77, as Document No. 1754501, and by Fourth Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 4031 of Records, page 7, as Document No. 1760221, and by Fifth Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 5841 of Records, page 1, as Document No. 1840681; and Amendment to Section Two, Fifth Amendment to Declaration of Condominium recorded in Volume 5918 of Records, page 67, as Document No. 1843864; and by Sixth Amendment to Declaration of Condominium of Maple Wood recorded in Volume 6786 of Records, page 56, as Document No. 1879427.

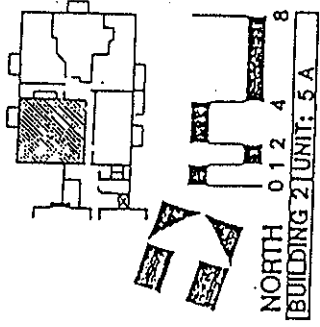
Together with an appurtenant undivided percentage interest in the Common Elements, in the percentage specified in the above-referenced Declaration and amendments thereto, and an exclusive use and right of the appurtenant Limited Common Elements identified in the above-referenced Declaration, Amendments, and Plat relating thereto.



The purpose of this amendment is to show the separation of the former 8 Maple Wood Lane 55 into 8 Maple Wood Lane 5A and 5B.

The undersigned hereby certify this plat herein is a true and correct representation of the premises described and is in compliance with s.703.13(7), Stats.

5th AMENDMENT TO CONDOMINIUM PLAT  
PAGE 1 of 1



**Maple Wood**  
Condominium Homes  
PLAT  
6 Maple Wood Lane  
Madison, WI 53704  
Dane County

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Eighth Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this 7th day of May, 1986, by Taff & Taff Builders, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act and the Declaration of Condominium of Maple Wood Condominium Homes.

WITNESSETH:

WHEREAS, PDT Partnership, a Wisconsin general partnership and the original declarant of this condominium (hereinafter "PDT") established and created Maple Wood Condominium Homes by the recording of the Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Declaration") on July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds; and by the recording of the Maple Wood Condominium Homes Plat on July 23, 1980, in Cabinet 2 of Condominium Plats, in Slot 23, and in Volume 2068 of Records, at page 58, as Document No. 1672154, in the office of the Dane County Register of Deeds; and

WHEREAS, PDT, in Section Twelve of said Declaration, reserved, on behalf of itself and its successors and assigns, the right to expand Maple Wood Condominium Homes by subjecting additional property to the Declaration; and

WHEREAS, PDT, in the Assignment of Declarant Control, dated September 11, 1984, and recorded September 17, 1984, in Volume 6095 of Records, at page 64, as Document No. 1851429, in the office of the Dane County Register of Deeds, assigned to Declarant the declarant control, including expansion rights, previously reserved and exercised by PDT; and

WHEREAS, Declarant is the sole owner of certain property located in the City of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Fourth Additional Parcel"); and

WHEREAS, Declarant has caused a Sixth Amendment to Condominium Plat to be prepared which describes the building and other improvements constructed and to be constructed upon the Fourth Additional Parcel; and



WHEREAS, Declarant intends by making this Eighth Amendment to Declaration of Condominium (hereinafter "Eighth Amendment") and the aforesaid Sixth Amendment to Condominium Plat and by recording the same with the office of the Dane County Register of Deeds, to expand Maple Wood Condominium Homes by subjecting the Fourth Additional Parcel described in Exhibit A and the building and other improvements constructed and to be constructed thereon to the provisions of the Wisconsin Condominium Ownership Act and the Declaration;

NOW, THEREFORE, Declarant does hereby publish and declare that the Fourth Additional Parcel described in Exhibit A, and the buildings and other improvements constructed and to be constructed thereon shall be held, conveyed, encumbered, leased, rented, used and occupied subject to all covenants, conditions, restrictions and easements set forth in the Declaration, any amendments thereto, and herein.

#### SECTION ONE

##### DEFINITIONS

All terms and phrases used in this Eighth Amendment shall have the meanings set forth in Section Two of the Declaration unless otherwise stated herein.

#### SECTION TWO

##### DESCRIPTION OF BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOURTH ADDITIONAL PARCEL

The building located on the land described in Exhibit A shall contain 15 Units. A survey map of the land showing the location of this building is attached hereto as Exhibit B and incorporated herein by reference. A set of floor plans of this building showing the layout, Unit number, and dimensions of the 15 Units is attached hereto as Exhibit C and incorporated herein by reference.

#### SECTION THREE

##### NEW PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT IN EXPANDED CONDOMINIUM

Each Unit Owner in the Condominium as expanded upon the recording of this Eighth Amendment and the Sixth Amendment to



CONSENT AND AGREEMENT OF MORTGAGE HOLDER

The undersigned, Anchor Savings & Loan Association, is the mortgagee under two certain mortgages executed by Declarant. The first such mortgage was dated August 5, 1985, and recorded August 6, 1985, in Volume 7100 of Records, at page 34, as Document No. 1892627, while the second such mortgage was dated and recorded on November 14, 1985, in Volume 7501 of Records, at page 44, as Document No. 1909732, both in the office of the Dane County Register of Deeds, which mortgages include the lands described in Exhibit A. The undersigned has read the Declaration and this Eighth Amendment and hereby consents to the execution and recording of this Eighth Amendment and agrees to abide by the provisions of the Declaration and all amendments thereto, and the Wisconsin Condominium Ownership Act. The undersigned further acknowledges and agrees that it shall release, by partial release, each Unit listed below and the undivided percentage interest in the Common Elements appurtenant thereto from the lien of the undersigned's above-referenced mortgages upon payment to the undersigned of the lessor of the balance due and owing under said mortgages or the following sum plus the proportional amount of accrued interest, if any, with respect to each said Unit:

<u>Unit Number</u>	<u>Amount</u>
2 Maple Wood Lane, Unit #16	\$ 85,052.83
2 Maple Wood Lane, Unit #17	61,151.84
2 Maple Wood Lane, Unit #18	50,677.67
2 Maple Wood Lane, Unit #19	48,470.94
2 Maple Wood Lane, Unit #20	69,574.68
2 Maple Wood Lane, Unit #21	85,052.83
2 Maple Wood Lane, Unit #22	61,151.84
2 Maple Wood Lane, Unit #23	50,677.67
2 Maple Wood Lane, Unit #24	48,470.94
2 Maple Wood Lane, Unit #25	69,574.68
2 Maple Wood Lane, Unit #26	85,052.83
2 Maple Wood Lane, Unit #27	61,151.84
2 Maple Wood Lane, Unit #28	50,677.67
2 Maple Wood Lane, Unit #29	48,470.94
2 Maple Wood Lane, Unit #30	75,790.80
	<u>\$951,000.00</u>

The undersigned also hereby releases all other Units of Maple Wood Condominium Homes not listed above, present and future, and the undivided percentage interests in the Common Elements appurtenant thereto, from the lien, if any, of the undersigned's mortgages on the lands and improvements described in Exhibits A, B and C.



MAPLE WOOD CONDOMINIUM HOMES  
FOURTH ADDITIONAL PARCEL

A parcel of land being Lot 7, of Paul A. Roth Plat, part of Lot 2, Northgate Annex, and other lands all of which are located in the Southeast 1/4 of the Northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet; thence N0°04'36"W, 1,008.79 feet; thence N0°02'52"E, 145.26 feet to the point of beginning of this description; thence S86°37'20"W, 146.69 feet; thence S0°19'30"E, 109.67 feet; thence N89°50'21"E, 130.77 feet; thence along a 15-foot radius curve to the left whose long chord bears N44°56'36.5"E, 21.17 feet; thence N0°02'52"E, 102.97 feet to the point of beginning.

**PHASE 3**

A parcel of land being Lot 7, of Paul B. Reith Plat, part of Lot 2, Northgate Annex, and other lands all of which are located in the southeast 1/4 of the northeast 1/4 of Section 1, T2N, R2E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the east 1/4 corner of said Section 1; thence N 89°-21'-51" W, 33.00 feet; thence N 0°-04'-38" W, 1,008.79 feet; thence N 0°-02'-52" E, 145.28 feet to the point of beginning of this description; thence S 86°-37'-20" W, 148.89 feet; thence S 0°-19'-30" E, 109.67 feet; thence N 89°-50'-21" E, 130.17 feet; thence along a 15-foot radius curve to the left whose long chord bears N 44°-56'-36.5" E, 21.17 feet; thence N 0°-02'-52" E, 102.97 feet to the point of beginning.

"I, Roger D. Schneberger, Registered Land Surveyor, hereby certify that the plat hereon is a correct representation of the property described, that the floor plans and reproductions of the plat furnished by the architect, and that the identification and location of each unit and the common elements can be determined from the plat." Dated this 29th day of April, 1982

*Roger D. Schneberger*  
 Roger D. Schneberger, S-1096

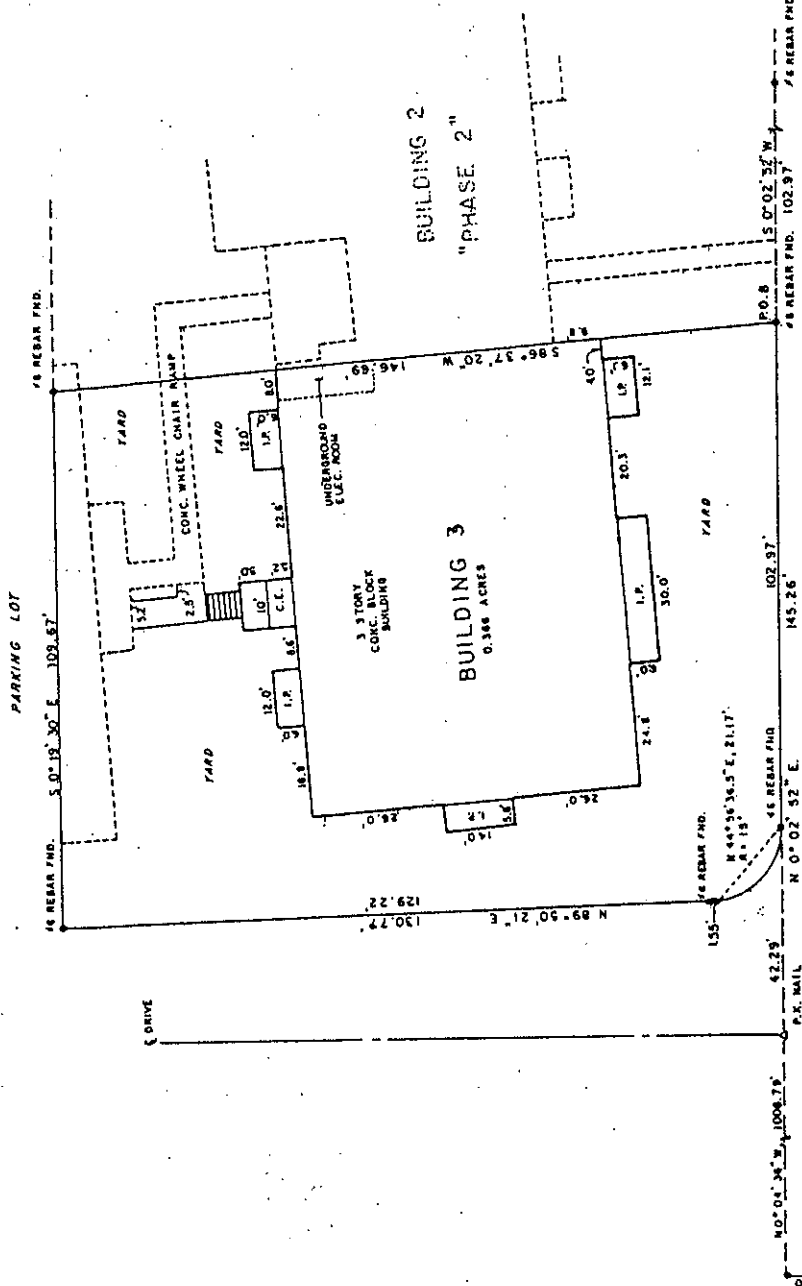
NOTE: "All individual porches and balconies constitute Limited Common Elements. All outdoor parking spaces, driveways, sidewalks, entrance porches, yard space, and all other amenities not within the units constitute Common Elements."

SIXTH AMENDMENT  
 TO  
 CONDOMINIUM PLAT  
 OF  
 MAPLE WOOD CONDOMINIUM HOMES

CONDOMINIUM PLAT  
 PAGE 1 of 6

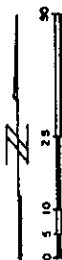
"PHASE 3"

<b>MAPLE WOOD CONDOMINIUM HOMES DANE COUNTY</b>	
SCALE: 1" = 20'	DATE: 4-29-82
HEAD AND HUNT, INC. CONSULTING ENGINEERS MADISON, WISCONSIN	M1131 JOB: T3-18A

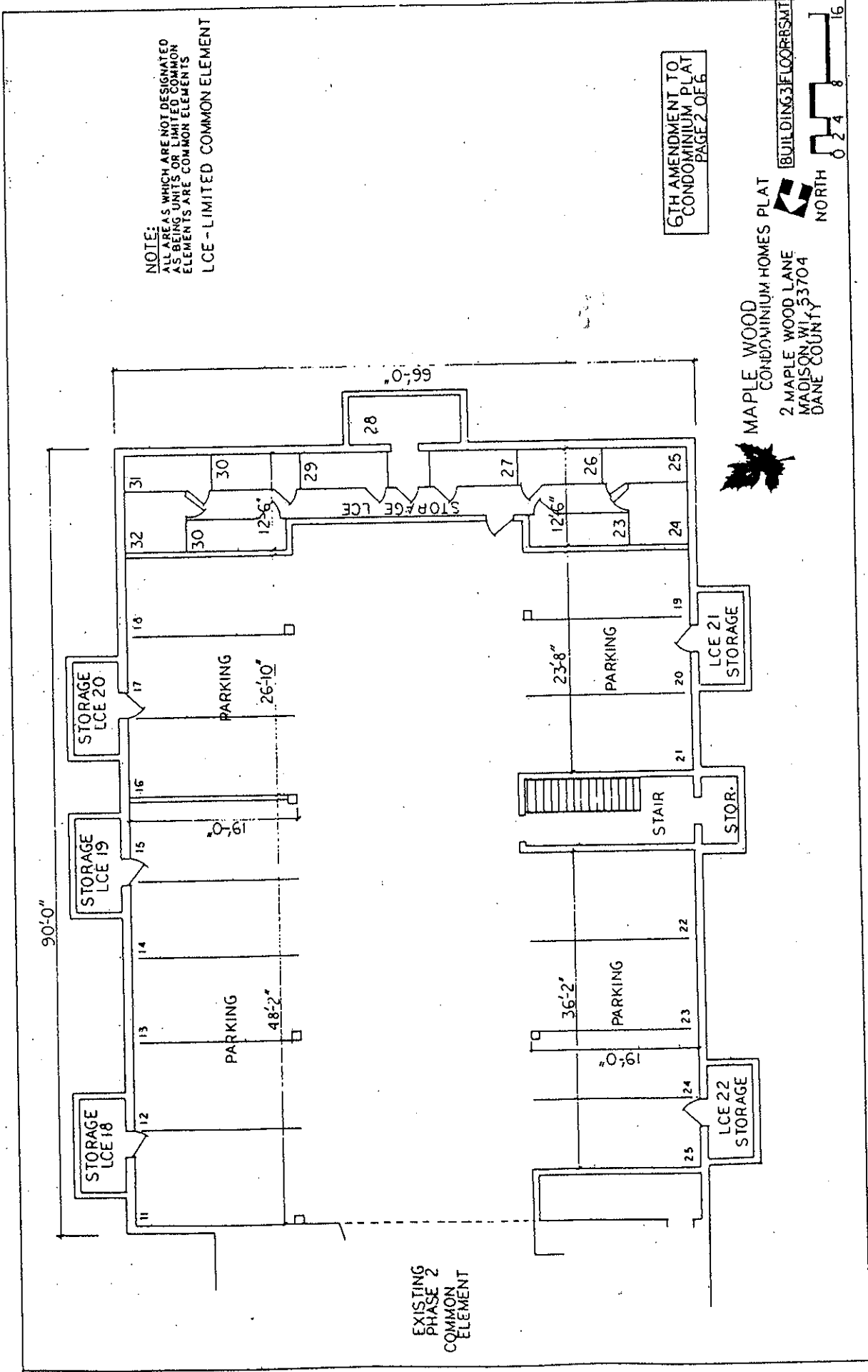


**LEGEND**  
 REBAR FND.  
 COMMON ENTRANCEWAY  
 INDIVIDUAL PORCH

SHERMAN AVE.



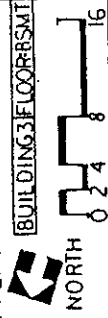
E 1/4 COR. SECT 1  
 T2N, R2E, CITY OF MADISON  
 DANE COUNTY, WISCONSIN



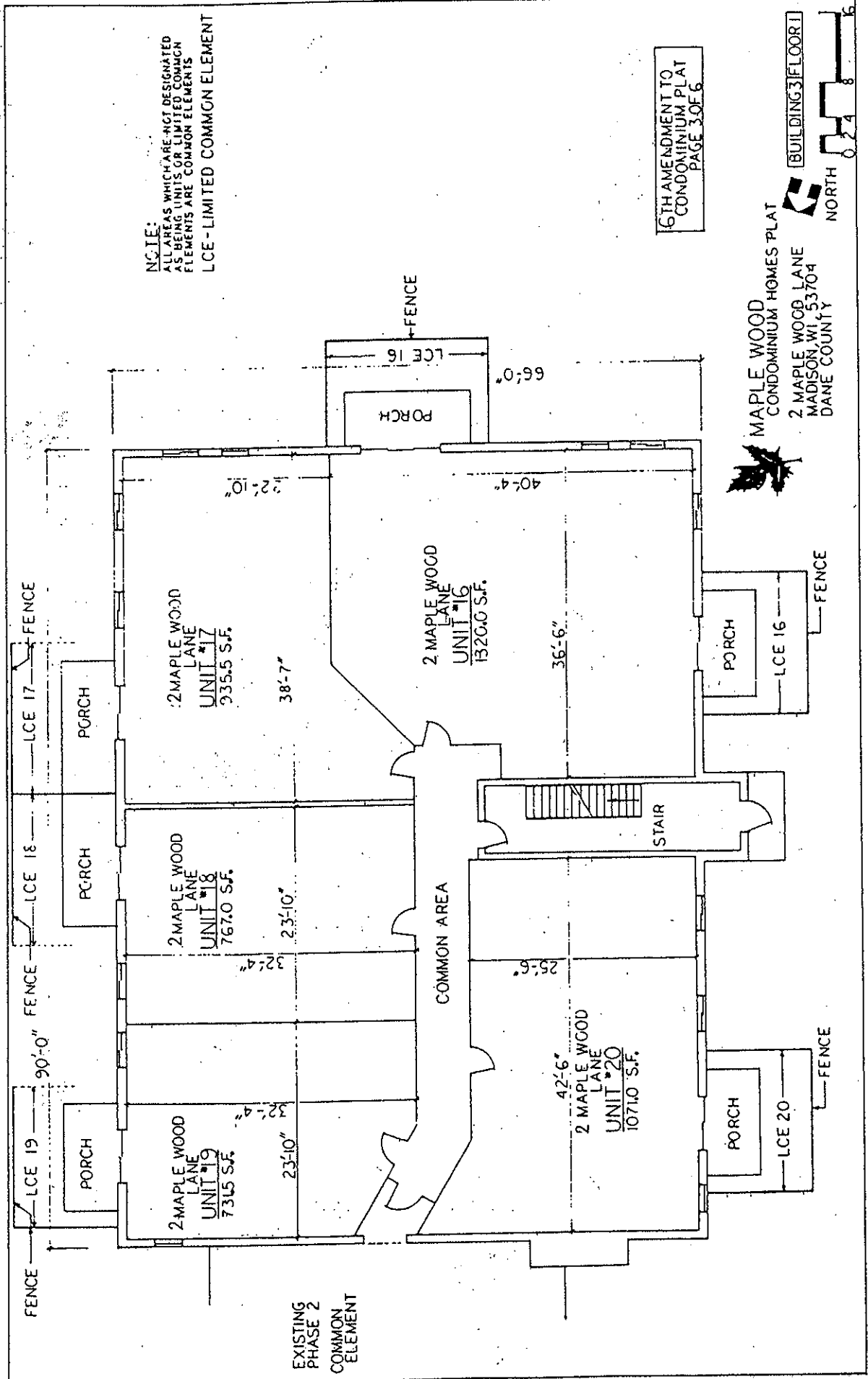
NOTE:  
ALL AREAS WHICH ARE NOT DESIGNATED  
AS BEING UNITS OR LIMITED COMMON  
ELEMENTS ARE COMMON ELEMENTS  
LCE - LIMITED COMMON ELEMENT

6TH AMENDMENT TO  
CONDOMINIUM PLAT  
PAGE 2 OF 6

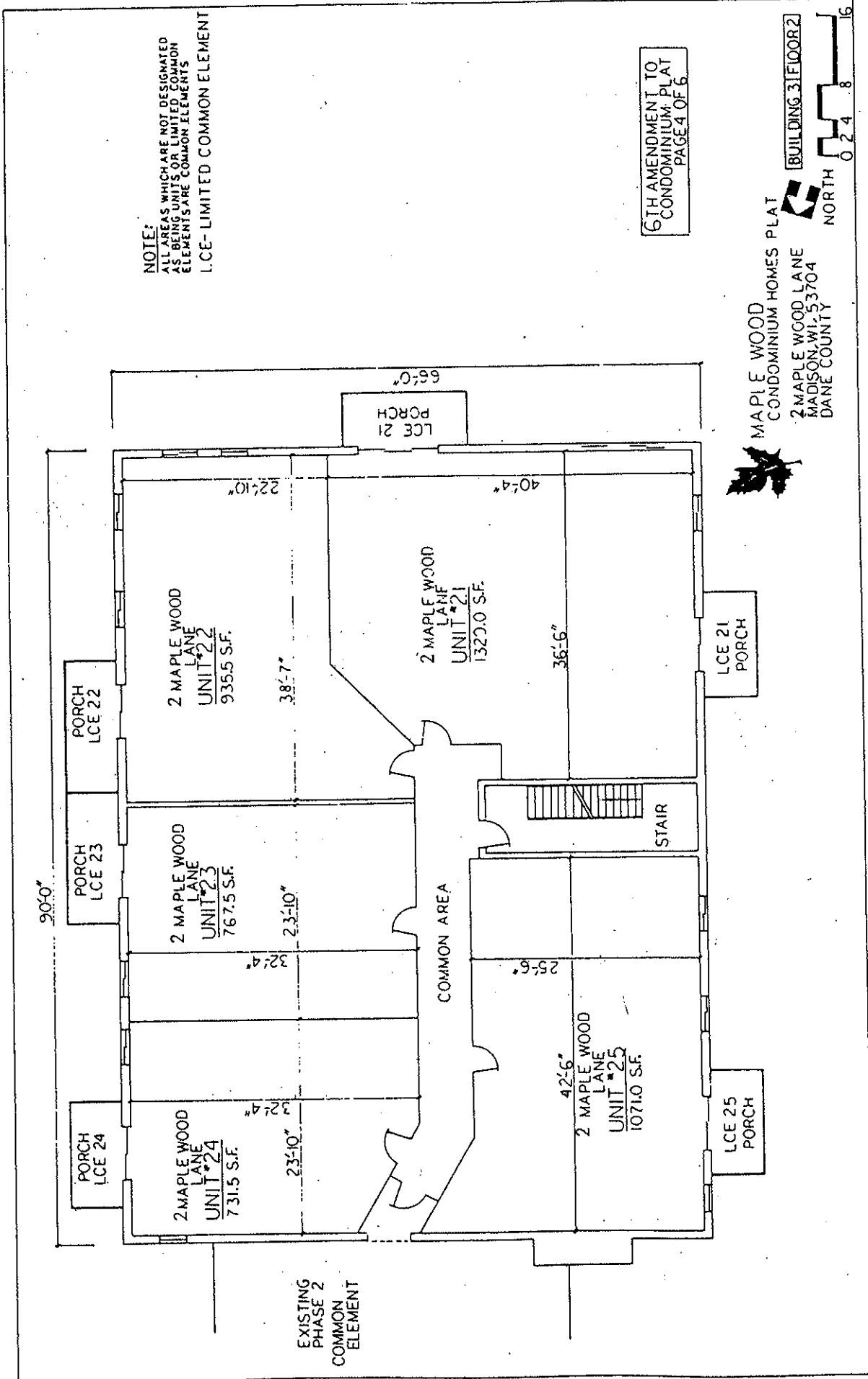
MAPLE WOOD  
CONDOMINIUM HOMES PLAT  
2 MAPLE WOOD LANE  
MADISON, WI, 53704  
DANE COUNTY

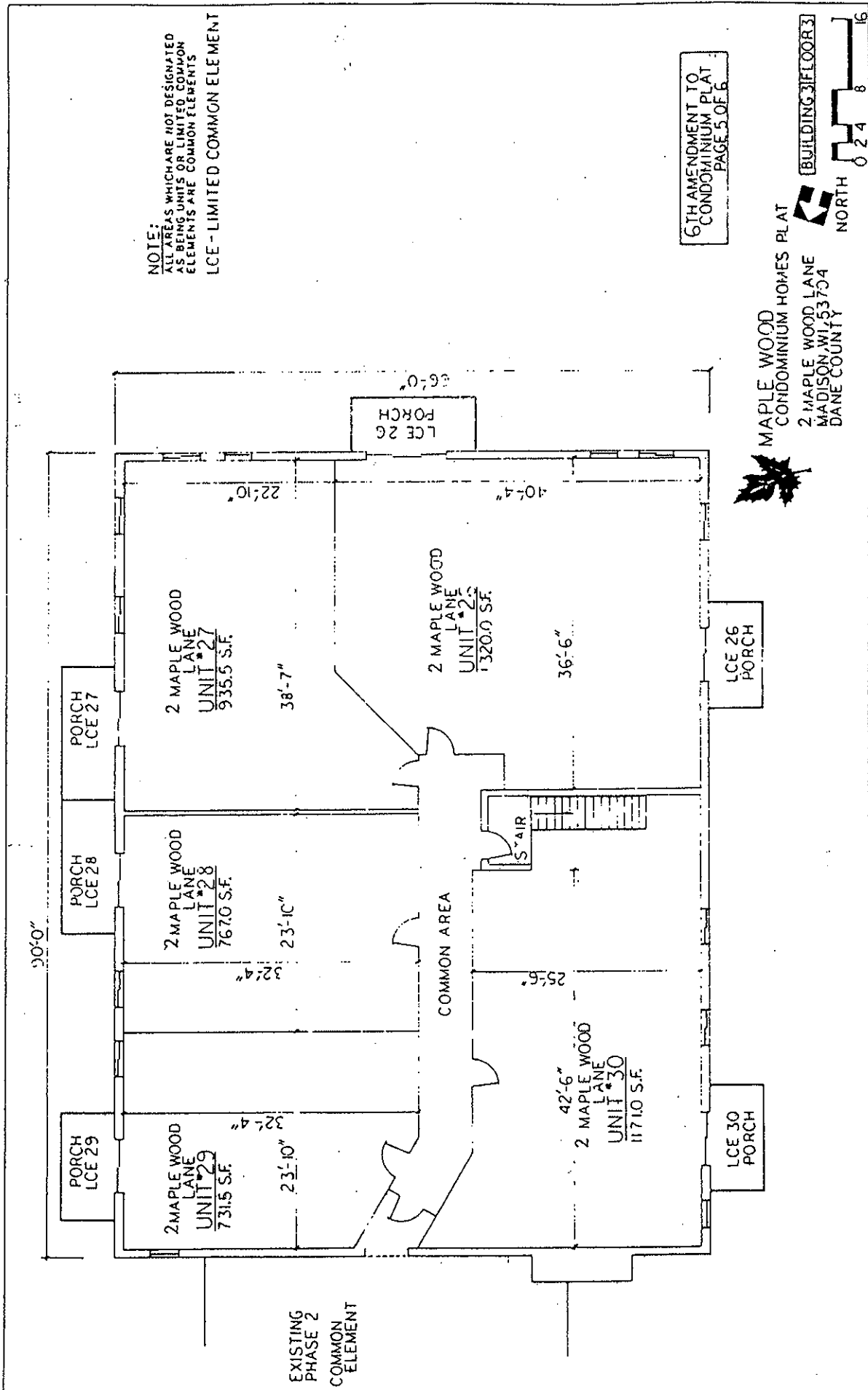


EXISTING  
PHASE 2  
COMMON  
ELEMENT









MAPLE WOOD CONDOMINIUM HOMES

UNIT OWNERS' PERCENTAGE INTERESTS  
IN COMMON ELEMENTS

Building #1 - 1513 Steensland Drive,  
Building #2 - 6 Maple Wood Lane,  
Building #3 - 2 Maple Wood Lane,  
Building #4 - 10 Maple Wood Lane, and  
Building #5 - 14 Maple Wood Lane

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1513-#1 Steensland Drive	479.3	.74274%
1513-#2 Steensland Drive	558.0	.86470%
1513-#3 Steensland Drive	474.6	.73453%
1513-#4 Steensland Drive	1,242.0	1.92464%
1513-#5 Steensland Drive	803.0	1.24435%
1513-#6 Steensland Drive	946.4	1.46657%
1513-#7 Steensland Drive	1,206.3	1.86932%
Building #1 Subtotal	5,709.6	
6 Maple Wood Lane, Unit #1	818.0	1.26760%
6 Maple Wood Lane, Unit #2	918.5	1.42334%
6 Maple Wood Lane, Unit #3	837.0	1.29704%
6 Maple Wood Lane, Unit #4	897.5	1.39080%
6 Maple Wood Lane, Unit #5a	1,050.0	1.62711%
6 Maple Wood Lane, Unit #5b	193.0	.29908%
6 Maple Wood Lane, Unit #6	818.0	1.26790%
6 Maple Wood Lane, Unit #7	930.5	1.44193%
6 Maple Wood Lane, Unit #8	817.0	1.26605%
6 Maple Wood Lane, Unit #9	901.0	1.39622%
6 Maple Wood Lane, Unit #10	1,341.0	2.07805%
6 Maple Wood Lane, Unit #11	818.0	1.26760%
6 Maple Wood Lane, Unit #12	930.5	1.44193%
6 Maple Wood Lane, Unit #13	817.0	1.26605%
6 Maple Wood Lane, Unit #14	901.0	1.39622%
6 Maple Wood Lane, Unit #15	1,446.5	2.24174%
Building #2 Subtotal	14,434.5	
2 Maple Wood Lane, Unit #16	1,320.0	2.04551%
2 Maple Wood Lane, Unit #17	935.5	1.44968%
2 Maple Wood Lane, Unit #18	767.0	1.18857%
2 Maple Wood Lane, Unit #19	731.5	1.13355%
2 Maple Wood Lane, Unit #20	1,071.0	1.65965%
2 Maple Wood Lane, Unit #21	1,320.0	2.04551%
2 Maple Wood Lane, Unit #22	935.5	1.44968%
2 Maple Wood Lane, Unit #23	767.0	1.18857%
2 Maple Wood Lane, Unit #24	731.5	1.13355%

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
2 Maple Wood Lane, Unit #25	1,071.0	1.65965%
2 Maple Wood Lane, Unit #26	1,320.0	2.04551%
2 Maple Wood Lane, Unit #27	935.5	1.44968%
2 Maple Wood Lane, Unit #28	767.0	1.18857%
2 Maple Wood Lane, Unit #29	731.5	1.13355%
2 Maple Wood Lane, Unit #30	1,171.0	1.81462%
Building #3 Subtotal	<u>14,575.0</u>	
10 Maple Wood Lane, Unit #1	1,375.0	2.13074%
10 Maple Wood Lane, Unit #2	1,254.0	1.94324%
10 Maple Wood Lane, Unit #3	1,142.5	1.77045%
10 Maple Wood Lane, Unit #4	1,155.5	1.79060%
10 Maple Wood Lane, Unit #5	1,375.0	2.13074%
10 Maple Wood Lane, Unit #6	1,254.0	1.94324%
10 Maple Wood Lane, Unit #7	1,142.5	1.77045%
10 Maple Wood Lane, Unit #8	1,155.5	1.79060%
10 Maple Wood Lane, Unit #9	1,455.0	2.25471%
10 Maple Wood Lane, Unit #10	1,254.0	1.94324%
10 Maple Wood Lane, Unit #11	1,142.5	1.77045%
10 Maple Wood Lane, Unit #12	1,194.5	1.85103%
Building #4 Subtotal	<u>14,900.0</u>	
14 Maple Wood Lane, Unit #13	1,600.0	2.47971%
14 Maple Wood Lane, Unit #14	1,058.0	1.63951%
14 Maple Wood Lane, Unit #15	1,142.5	1.77045%
14 Maple Wood Lane, Unit #16	1,150.0	1.78207%
14 Maple Wood Lane, Unit #17	1,375.0	2.13074%
14 Maple Wood Lane, Unit #18	1,254.0	1.94324%
14 Maple Wood Lane, Unit #19	1,142.5	1.77045%
14 Maple Wood Lane, Unit #20	1,150.0	1.78207%
14 Maple Wood Lane, Unit #21	1,494.0	2.31515%
14 Maple Wood Lane, Unit #22	1,254.0	1.94324%
14 Maple Wood Lane, Unit #23	1,142.5	1.77045%
14 Maple Wood Lane, Unit #24	1,150.0	1.78207%
Building #5 Subtotal	<u>14,912.5</u>	
<b>TOTALS</b>	<u>64,531.6</u>	<u>100.00000%</u>

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
MAPLE WOOD CONDOMINIUM HOMES

NINETH AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

MAPLE WOOD CONDOMINIUM HOMES

This Ninth Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this 4th day of August, 1987, by Taff & Taff Builders, Inc., a Wisconsin corporation (hereinafter "Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act and the Declaration of Condominium of Maple Wood Condominium Homes.

WITNESSETH:

WHEREAS, PDT Partnership, a Wisconsin general partnership and the original declarant of this condominium (hereinafter "PDT") established and created Maple Wood Condominium Homes by the recording of the Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Declaration") on July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds; and by the recording of the Maple Wood Condominium Homes Plat on July 23, 1980, in Cabinet 2 of Condominium Plats, in Slot 23, and in Volume 2068 of Records, at page 58, as Document No. 1672154, in the office of the Dane County Register of Deeds; and

WHEREAS, PDT, in Section Twelve of said Declaration, reserved, on behalf of itself and its successors and assigns, the right to expand Maple Wood Condominium Homes by subjecting additional property to the Declaration; and

WHEREAS, PDT, in the Assignment of Declarant Control, dated September 11, 1984, and recorded September 17, 1984, in Volume 6095 of Records, at page 64, as Document No. 1851429, in the office of the Dane County Register of Deeds, assigned to Declarant the declarant control, including expansion rights, previously reserved and exercised by PDT; and

WHEREAS, Declarant is the sole owner of certain properties located in the City of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Fifth Additional Parcels"); and

WHEREAS, Declarant has caused a Seventh Amendment to Condominium Plat to be prepared which describes the buildings and other improvements constructed and to be constructed upon the Fifth Additional Parcels; and

WHEREAS, Declarant intends by making this Nineth Amendment to Declaration of Condominium (hereinafter "Nineth Amendment") and the aforesaid Seventh Amendment to Condominium Plat and by recording the same with the office of the Dane County Register of Deeds, to expand Maple Wood Condominium Homes by subjecting the Fifth Additional Parcels described in Exhibit A and the buildings and other improvements constructed and to be constructed thereon to the provisions of the Wisconsin Condominium Ownership Act and the Declaration;

NOW, THEREFORE, Declarant does hereby publish and declare that the Fifth Additional Parcels described in Exhibit A, and the buildings and other improvements constructed and to be constructed thereon shall be held, conveyed, encumbered, leased, rented, used and occupied subject to all covenants, conditions, restrictions and easements set forth in the Declaration, any amendments thereto, and herein.

#### SECTION ONE

##### DEFINITIONS

All terms and phrases used in this Nineth Amendment shall have the meanings set forth in Section Two of the Declaration unless otherwise stated herein.

#### SECTION TWO

##### DESCRIPTION OF BUILDINGS AND IMPROVEMENTS LOCATED ON THE FIFTH ADDITIONAL PARCELS

The buildings located on the lands described in Exhibit A shall contain a total of 24 Units. A survey map of the land showing the location of these buildings is attached hereto as Exhibit B and incorporated herein by reference. A set of floor plans of these buildings showing the layout, Unit number, and dimensions of the 24 Units is attached hereto as Exhibit C and incorporated herein by reference.

#### SECTION THREE

##### NEW PERCENTAGE INTERESTS APPURTENANT TO EACH UNIT IN EXPANDED CONDOMINIUM

Each Unit Owner in the Condominium as expanded upon the recording of this Nineth Amendment and the Seventh Amendment to

Condominium Plat shall henceforth have an undivided percentage interest in the Common Elements equal to the percentage obtained by dividing the square footage of each such Unit Owner's Unit by the sum of the square footage of all Units in this expanded Condominium. The new percentage interest of each of the Unit Owners in this expanded Condominium is shown in Exhibit D attached hereto and incorporated herein by reference.

SECTION FOUR

VOTING RIGHTS IN EXPANDED CONDOMINIUM

One vote shall appertain to each Unit in this expanded Condominium.

SECTION FIVE

RESERVATION OF UTILITIES EASEMENT

Declarant hereby expressly reserves from the grant of this Ninth Amendment for itself, its successors and assigns, a 33-foot wide utilities easement upon, under, across and through the Condominium Property for the construction, installation, maintenance and operation of water, sewer, electric, telephone, cable and other utilities cables, wires, pipes and all other appurtenances necessary in furnishing such sort of utilities to Parcels 13 and 14 of the Additional Property, described in Exhibit F of the Declaration, which easement is more particularly described in Exhibit E and shown in Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 9th day of August, 1987.

TAFF & TAFF BUILDERS, INC.

By: James F. Taff  
James F. Taff, President

Attest: Lawrence J. Taff  
Lawrence J. Taff  
Vice President

X



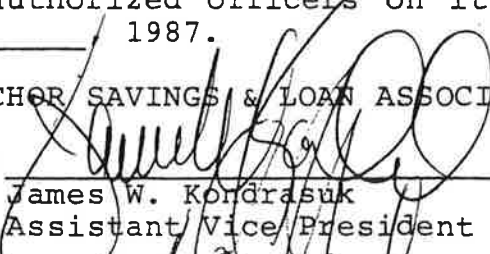


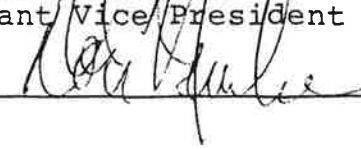
1 Maple Wood Lane, Unit #104	\$ 74,523.44
5 Maple Wood Lane, Unit #105	90,249.17
5 Maple Wood Lane, Unit #106	72,901.20
5 Maple Wood Lane, Unit #107	65,617.70
5 Maple Wood Lane, Unit #108	74,523.44
1 Maple Wood Lane, Unit #201	95,347.62
1 Maple Wood Lane, Unit #202	74,126.15
1 Maple Wood Lane, Unit #203	68,133.82
1 Maple Wood Lane, Unit #204	76,013.24
5 Maple Wood Lane, Unit #205	94,950.34
5 Maple Wood Lane, Unit #206	73,927.51
5 Maple Wood Lane, Unit #207	67,107.51
5 Maple Wood Lane, Unit #208	76,013.24
1 Maple Wood Lane, Unit #301	95,347.62
1 Maple Wood Lane, Unit #302	74,126.15
1 Maple Wood Lane, Unit #303	68,133.82
1 Maple Wood Lane, Unit #304	88,130.34
5 Maple Wood Lane, Unit #305	105,345.89
5 Maple Wood Lane, Unit #306	73,927.51
5 Maple Wood Lane, Unit #307	78,794.22
5 Maple Wood Lane, Unit #308	82,601.50
	<u>\$1,900,000.00</u>

The undersigned also hereby releases all other Units of Maple Wood Condominium Homes not listed above, present and future, and the undivided percentage interests in the Common Elements appurtenant thereto, from the lien, if any, of the undersigned's mortgages on the lands and improvements described in Exhibits A, B and C.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officers on its behalf this 4th day of August 1987.

ANCHOR SAVINGS & LOAN ASSOCIATION

By:   
James W. Kondrasuk  
Assistant Vice President

Attest: 

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss.

Personally came before me this 4th day of August, 1987, the above-named James W. Kondrasuk and Don Nemke, Vice President, of

Anchor Savings & Loan Association, to me known to be the persons who executed the foregoing instrument and to me known to be such Assistant Vice President and Don Nemke, Vice President of said association and acknowledged that they executed the foregoing Consent and Agreement as such officers of said Anchor Savings & Loan Association, by its authority.

Maureen K. Simpson  
Name:  
Notary Public, State of Wisconsin  
My Commission Expires: Aug 27, 1989

This Instrument Drafted By:  
Debra Peterson Conrad

RETURN TO: Jorgensen & Conrad  
P. O. Box 56190  
Madison, WI 53705

-212-

MAPLE WOOD CONDOMINIUM HOMES  
FIFTH ADDITIONAL PARCELS

PARCEL 9

A parcel of land being a part of Lot 5, Northgate Annex, located in the Southeast 1/4 of the Northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet; thence N0°04'36"W, 873.13 feet to the point of beginning; thence S82°35'24"W, 201.65 feet; thence N0°04'36"W, 128.47 feet; thence N89°50'21"E, 184.98 feet; thence along the arc of a curve to the right whose radius is 15.00 feet and whose chord bears S45°07'07.5"E, 21.23 feet; thence S0°04'36"E, 88.00 feet to the point of beginning.

Parcel contains 0.530 acres more or less.

PARCEL 10

A parcel of land being a part of Lot 5, Northgate Annex, located in the Southeast 1/4 of the Northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet; thence N0°04'36"W, 677.23 feet to the point of beginning; thence S89°55'24"W, 200.00 feet; thence N0°04'36"W, 170.16 feet; thence N82°35'24"E, 201.65 feet; thence S0°04'36"E, 195.90 feet to the point of beginning.

Parcel contains 0.840 acres more or less.

PARCEL 9

A parcel of land being a part of Lot 5, Northgate Annex, located in the southeast 1/4 of the northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the E 1/4 corner of said Section 1, thence N 89°-21'-51" W, 33.00 feet; thence N 0°-04'-36" W, 873.13 feet to the point of beginning; thence S 82°-35'-24" W, 201.65 feet; thence N 0°-04'-36" W, 178.47 feet; thence N 89°-50'-21" E, 184.98 feet; thence along the arc of a curve to the right whose radius is 15.00 feet and whose chord bears S 45°-07'-07.5" E, 21.23 feet; thence S 0°-04'-36" E, 88.00 feet to the point of beginning.

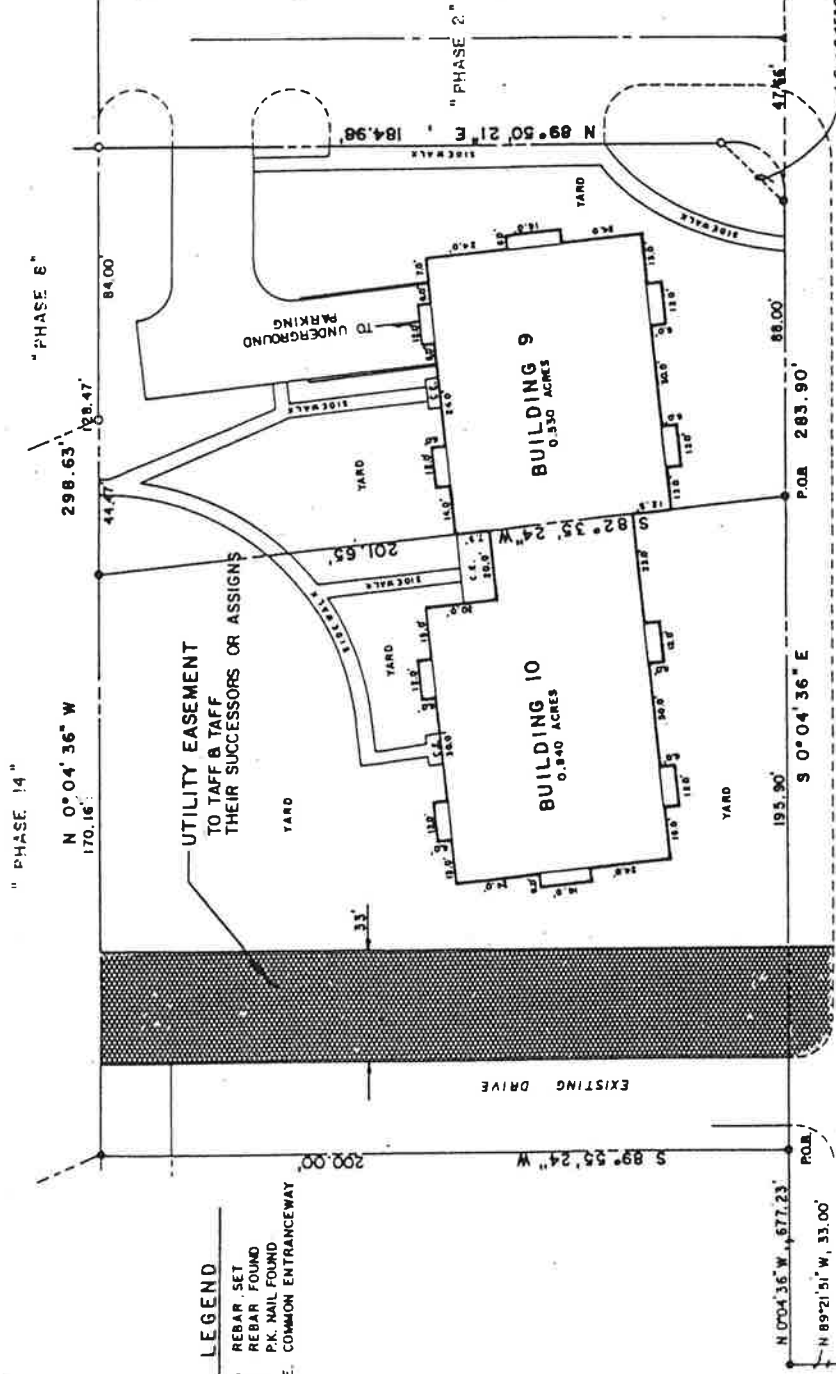
Parcel contains 0.530 acres more or less.

PARCEL 10

A parcel of land being a part of Lot 5, Northgate Annex, located in the southeast 1/4 of the northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the E 1/4 corner of said Section 1, thence N 89°-21'-51" W, 33.00 feet; thence N 0°-04'-36" W, 677.23 feet to the point of beginning; thence S 89°-55'-24" W, 200.00 feet; thence N 0°-04'-36" W, 170.18 feet; thence N 89°-35'-24" E, 201.65 feet; thence S 0°-04'-36" E, 195.90 feet to the point of beginning.

Parcel contains 0.840 acres more or less.



"I, Roger D. Schneebarger, Registered Land Surveyor, hereby certify that the plat hereon is a correct representation of the property described, that the floor plans are reproductions of the plans furnished by the architect, and that the identification and location of each unit and the common elements can be determined from the plat." Dated this 1<sup>st</sup> day of APRIL 1987

Roger D. Schneebarger  
REGISTERED LAND SURVEYOR  
5-1006  
Oregon  
W/PL

NOTE: "All outdoor parking spaces, driveways, sidewalks, entrance porches, yard space, and all other amenities not within the units constitute Common Elements."



PHASE 9 & 10  
SEVENTH AMENDMENT  
TO CONDOMINIUM PLAT  
OF MAPLEWOOD CONDOMINIUMS HOMES

PAGE 1 of 10

MAPLEWOOD  
CONDOMINIUM HOMES  
DANE COUNTY

SCALE: 1" = 30'

DATE: 4/1/87

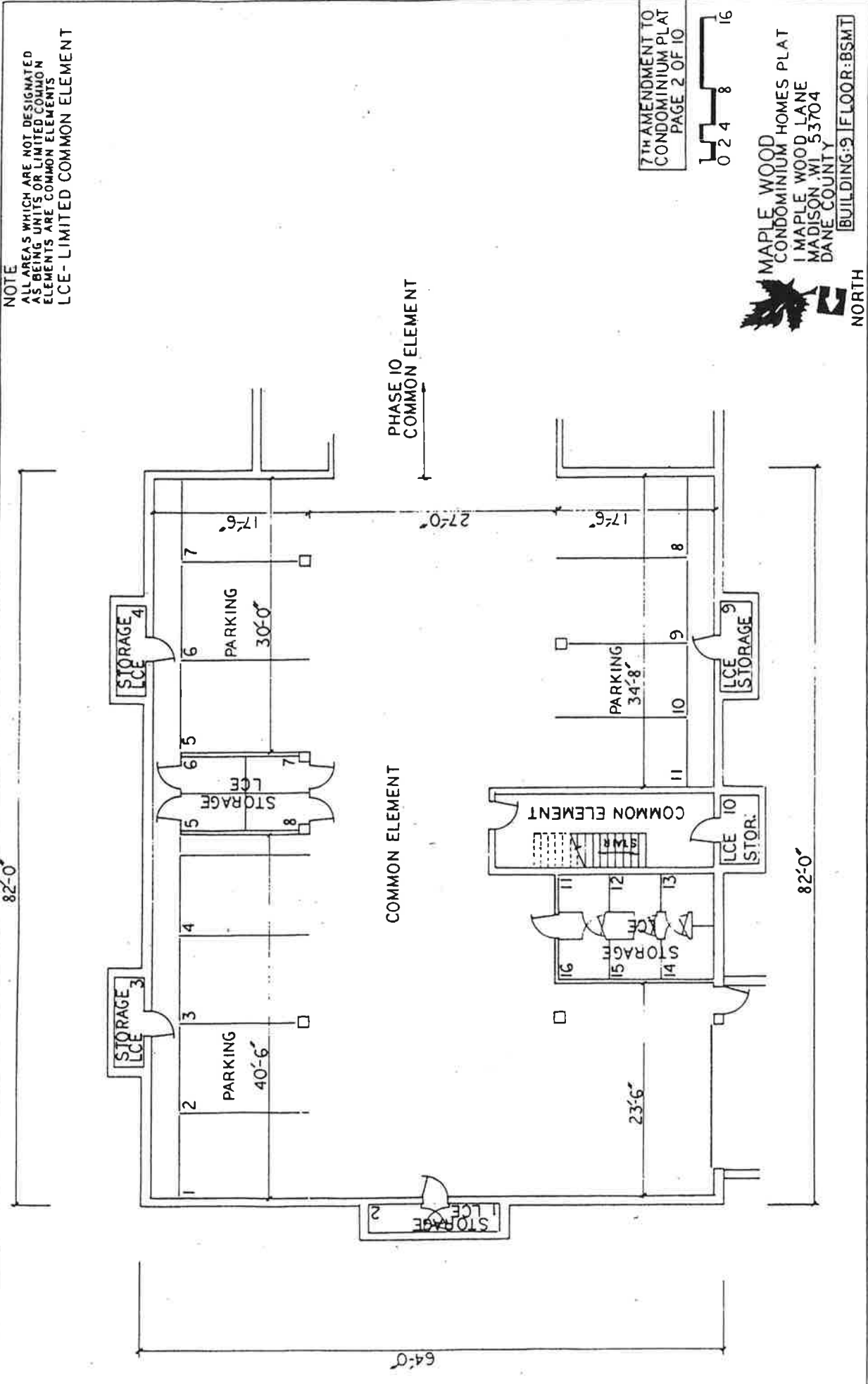
M1146  
MADISON, WISCONSIN  
FOR 728-372

E 1/4 COR. SECT. 1  
T7N, R9E  
CITY OF MADISON

SHERMAN AVE.

NOTE

ALL AREAS WHICH ARE NOT DESIGNATED AS BEING UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS  
LCE - LIMITED COMMON ELEMENT



7<sup>TH</sup> AMENDMENT TO  
CONDOMINIUM PLAT  
PAGE 2 OF 10



MAPLE WOOD  
CONDOMINIUM HOMES PLAT  
1 MAPLE WOOD LANE  
MADISON, WI 53704  
DANE COUNTY

BUILDING: 3 | FLOOR: BSMT

NORTH



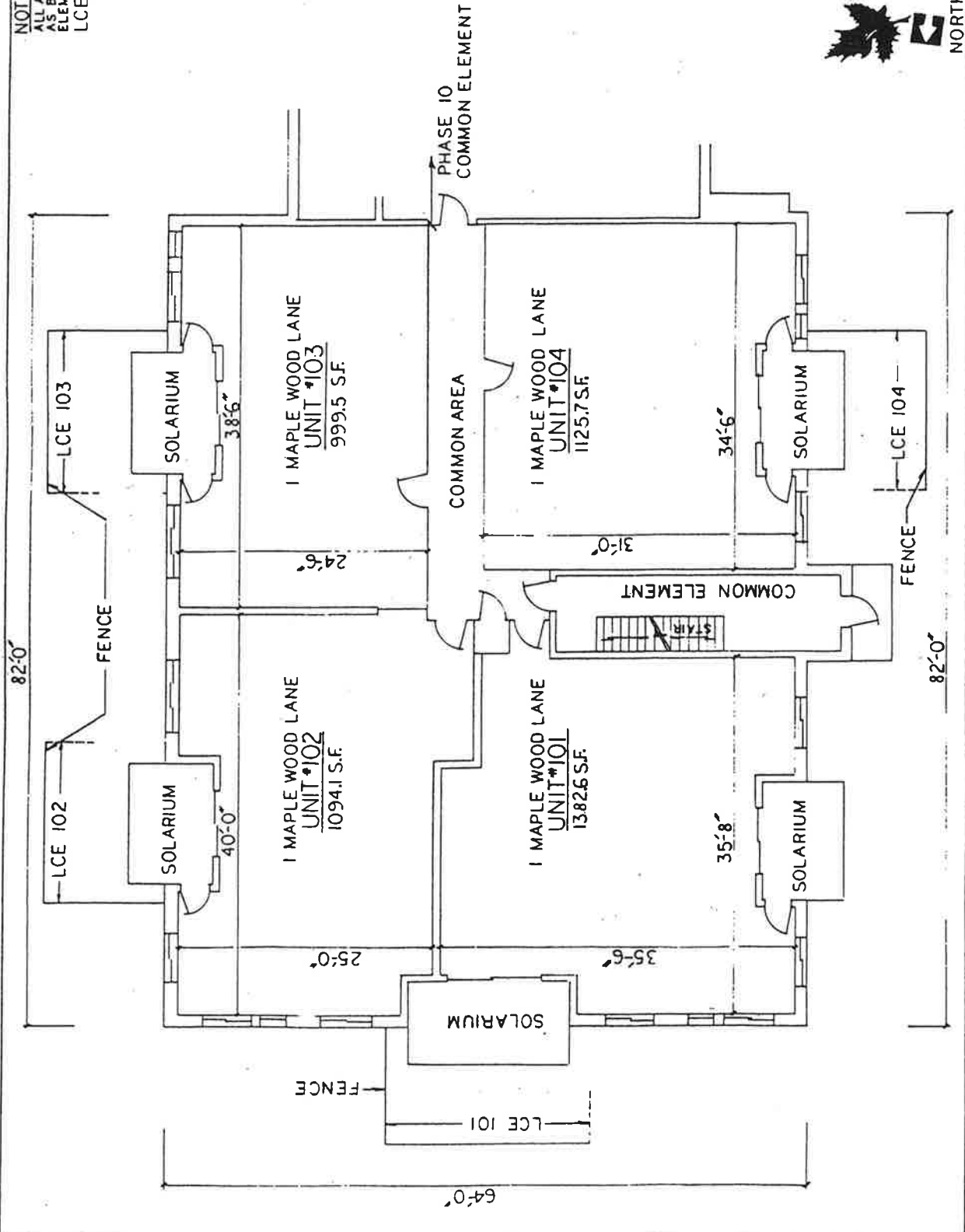
NOTE  
ALL AREAS WHICH ARE NOT DESIGNATED  
AS BEING UNITS OR LIMITED COMMON  
ELEMENTS ARE COMMON ELEMENTS  
LCE-LIMITED COMMON ELEMENT

7<sup>TH</sup> AMENDMENT TO  
CONDOMINIUM PLAT  
PAGE 4 OF 10



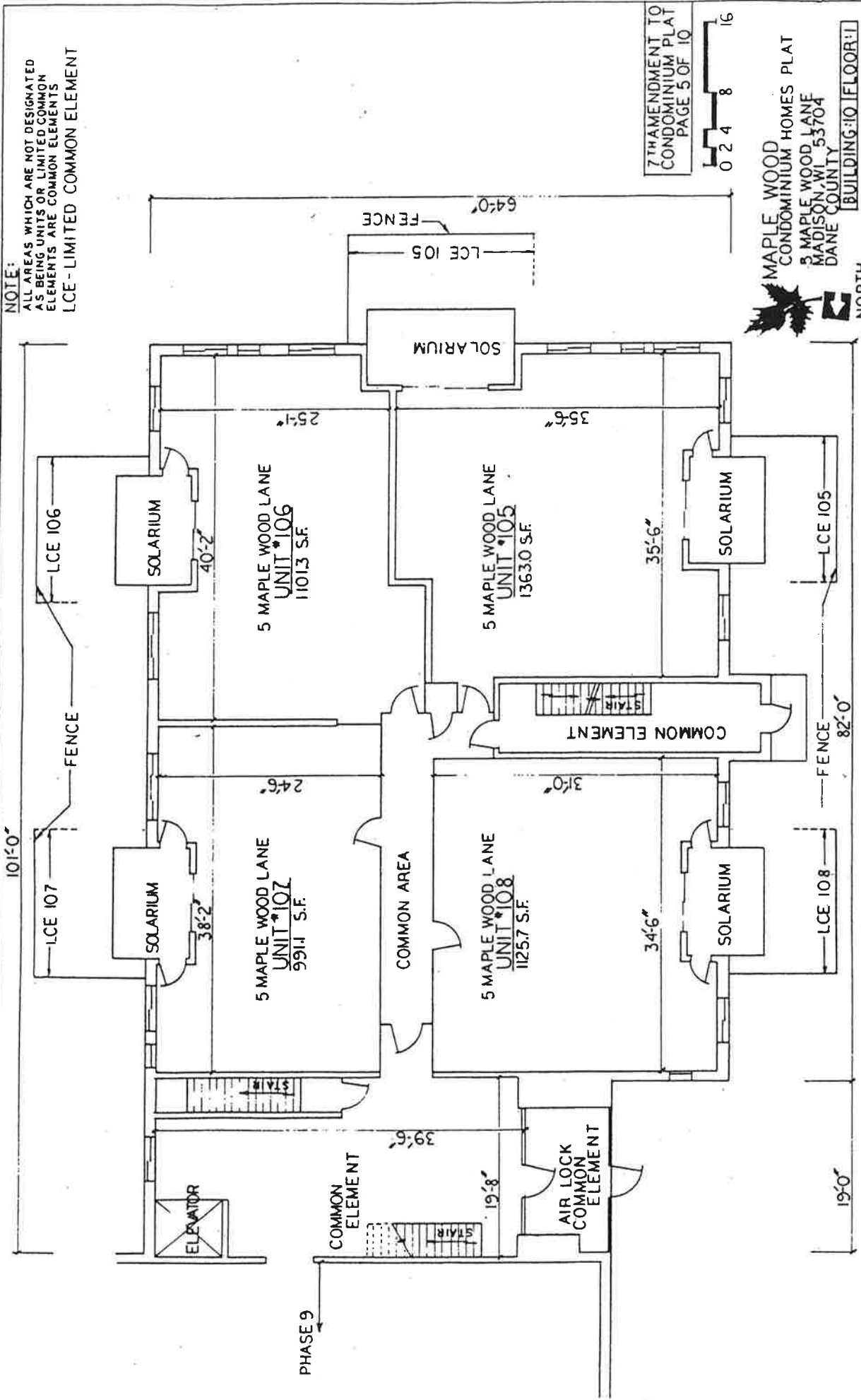
MAPLE WOOD  
CONDOMINIUM HOMES PLAT  
1 MAPLE WOOD LANE  
MADISON, WI 53704  
DANE COUNTY

BUILDING: 9 | FLOOR: 1





NOTE:  
ALL AREAS WHICH ARE NOT DESIGNATED  
AS BEING UNITS OR LIMITED COMMON  
ELEMENTS ARE COMMON ELEMENTS  
LCE - LIMITED COMMON ELEMENT

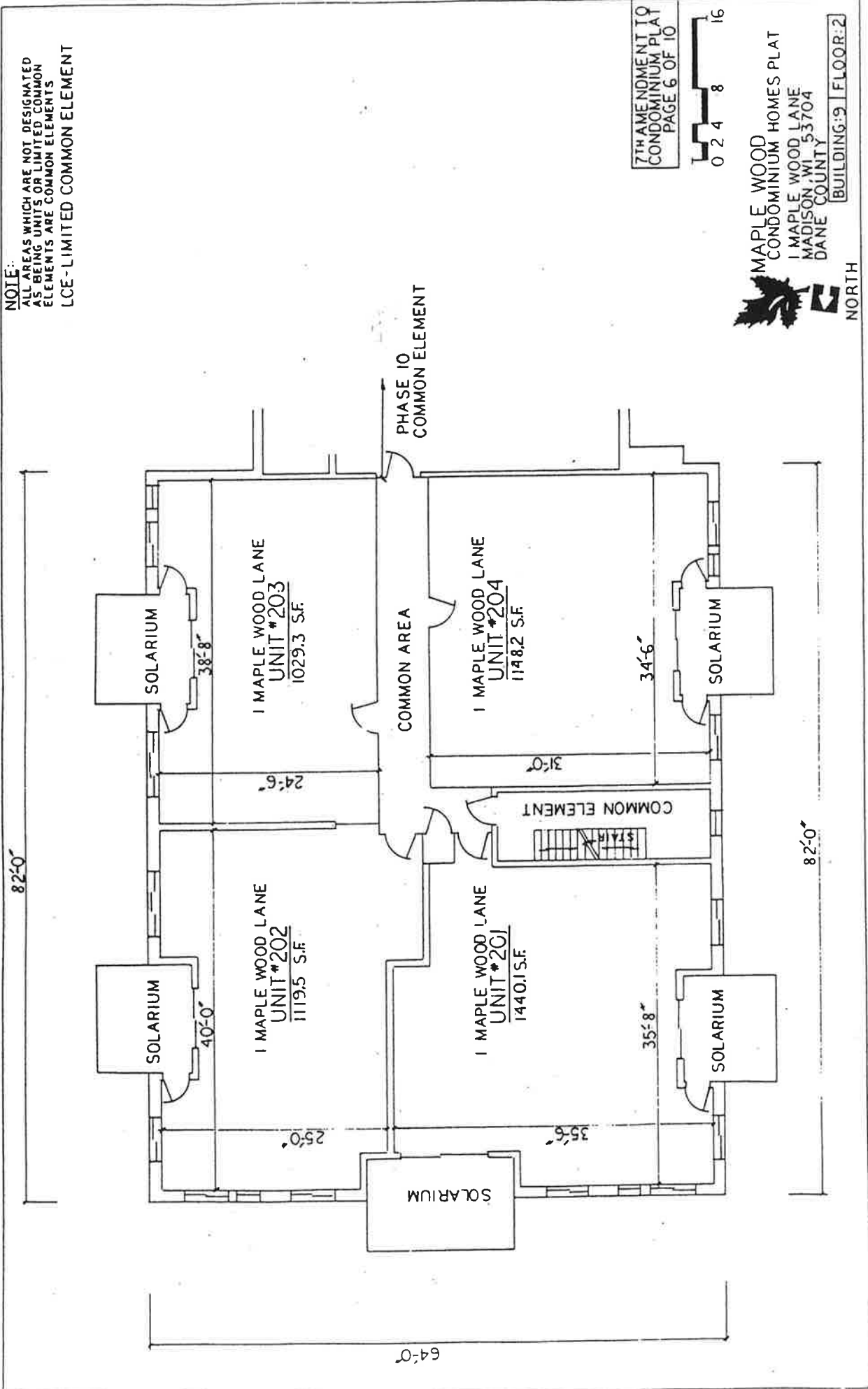


MAPLE WOOD  
CONDOMINIUM HOMES PLAT  
5 MAPLE WOOD LANE  
MADISON, WI 53704  
DANE COUNTY  
BUILDING: 10 FLOOR: 10

7th AMENDMENT TO  
CONDOMINIUM PLAT  
PAGE 5 OF 10



NOTE:  
ALL AREAS WHICH ARE NOT DESIGNATED  
AS BEING UNITS OR LIMITED COMMON  
ELEMENTS ARE COMMON ELEMENTS  
LCE-LIMITED COMMON ELEMENT



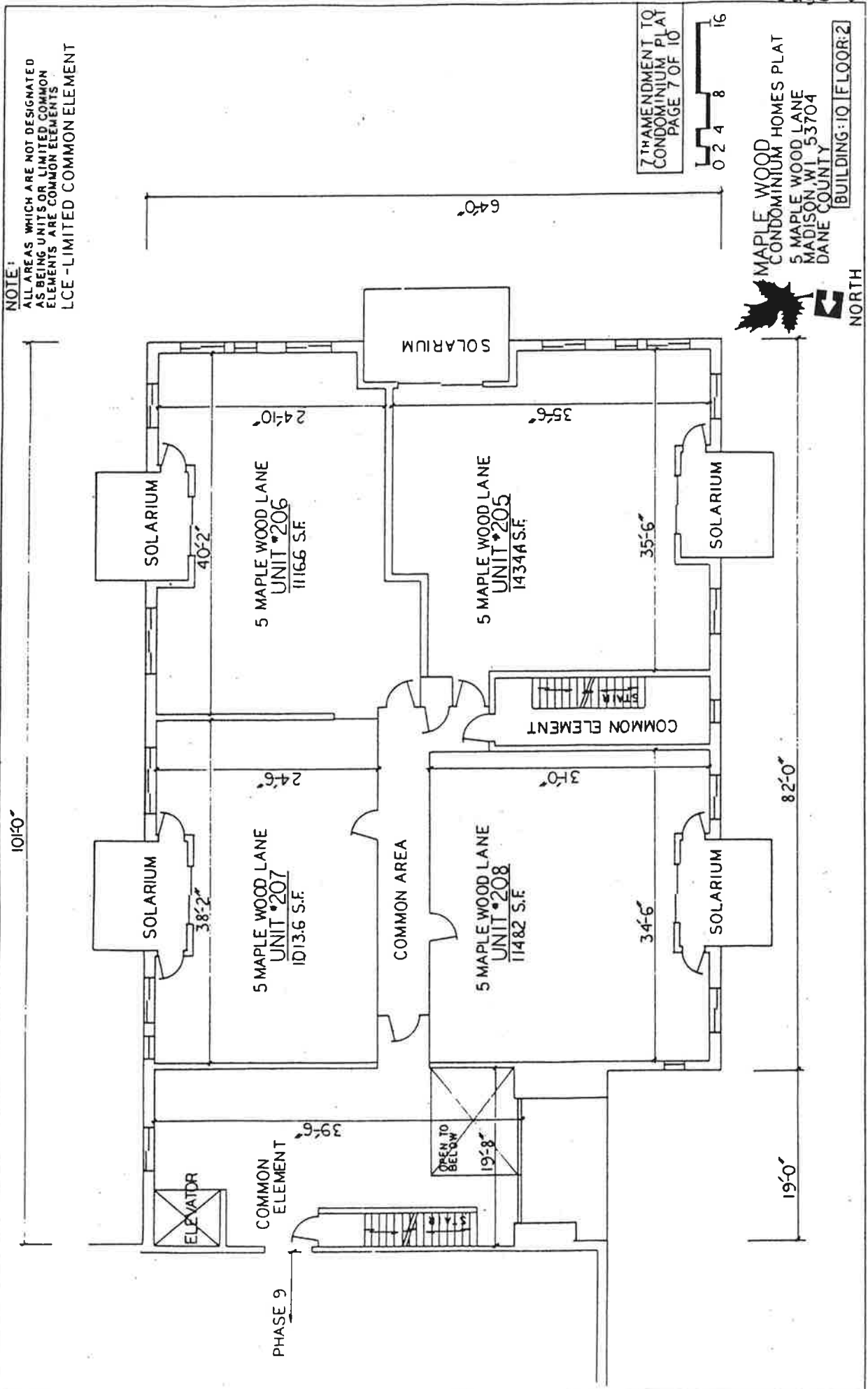
7TH AMENDMENT TO  
CONDOMINIUM PLAT  
PAGE 6 OF 10



MAPLE WOOD  
CONDOMINIUM HOMES PLAT  
1 MAPLE WOOD LANE  
MADISON, WI 53704  
DANE COUNTY

BUILDING: 9 | FLOOR: 2

NOTE:  
ALL AREAS WHICH ARE NOT DESIGNATED  
AS BEING UNITS OR LIMITED COMMON  
ELEMENTS ARE COMMON ELEMENTS  
LCE - LIMITED COMMON ELEMENT



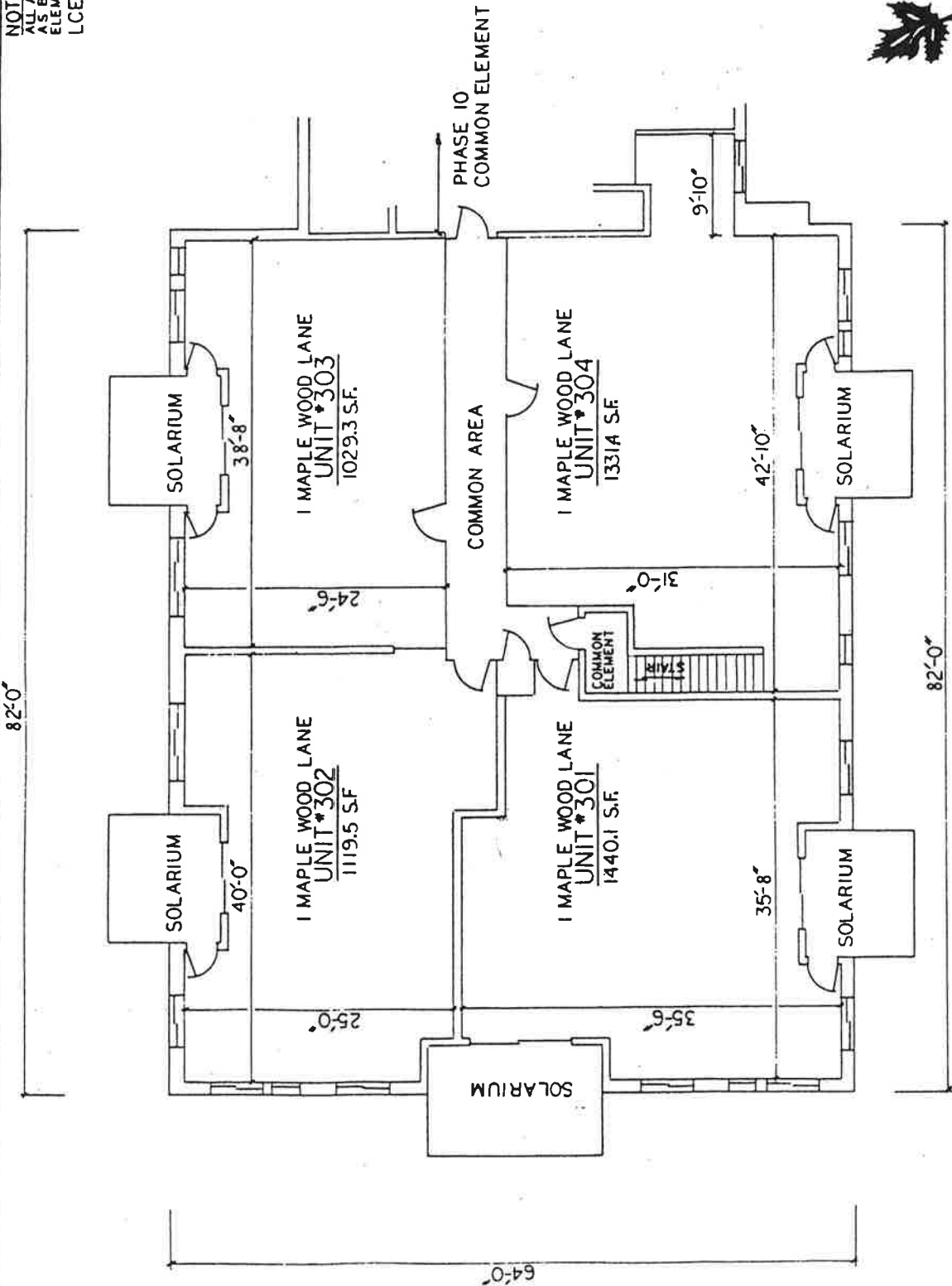
NOTE:  
ALL AREAS WHICH ARE NOT DESIGNATED  
AS BEING UNITS OR LIMITED COMMON  
ELEMENTS ARE COMMON ELEMENTS  
LCE- LIMITED COMMON ELEMENT

7TH AMENDMENT TO  
CONDOMINIUM PLAT  
PAGE 8 OF 10

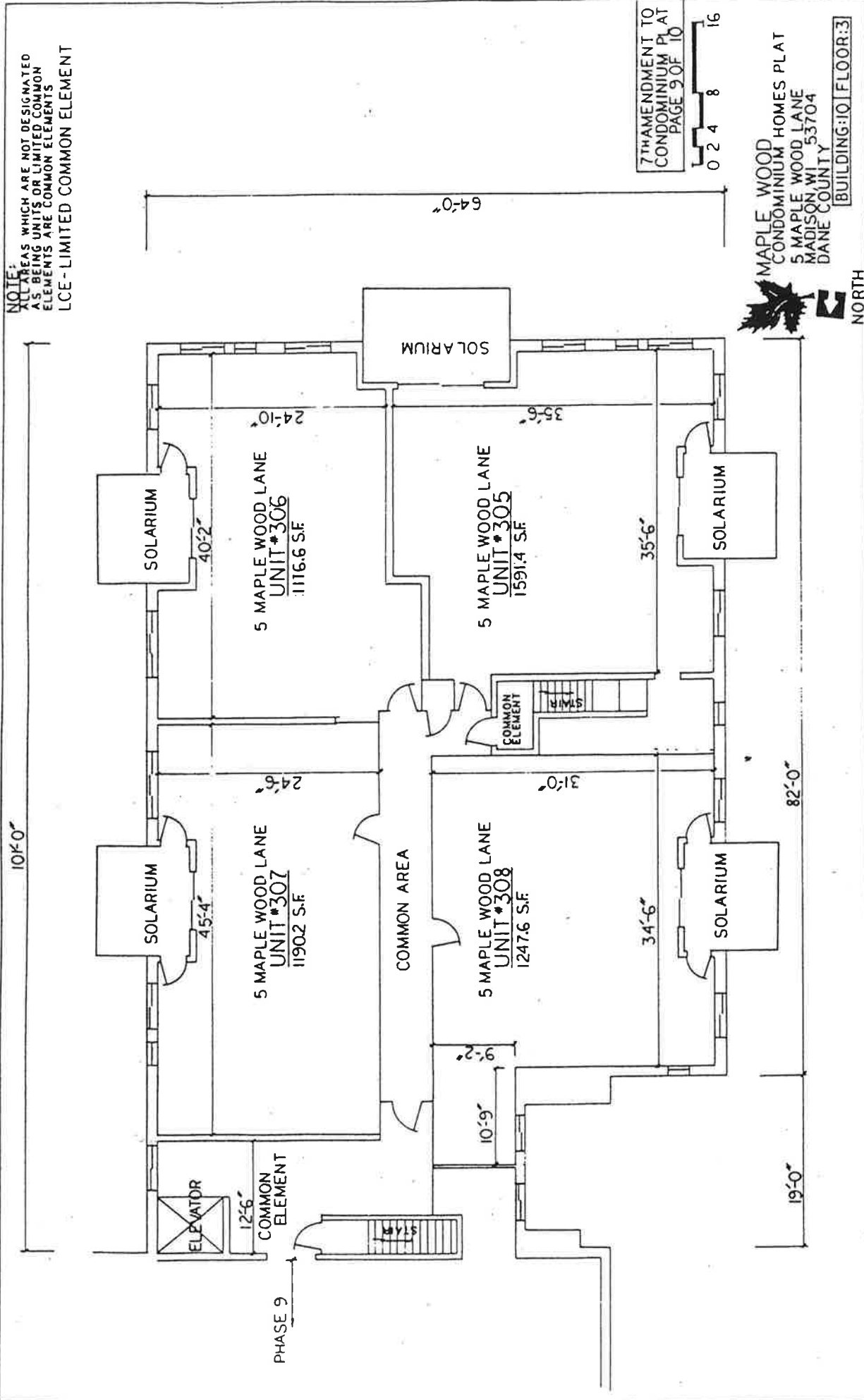


MAPLE WOOD  
CONDOMINIUM HOMES PLAT  
1 MAPLE WOOD LANE  
MADISON, WI 53704  
DANE COUNTY

BUILDING: 9 FLOOR: 3



NOTE:  
ALL AREAS WHICH ARE NOT DESIGNATED  
AS BEING UNITS OR LIMITED COMMON  
ELEMENTS ARE COMMON ELEMENTS  
LCE - LIMITED COMMON ELEMENT



-222-

MAPLE WOOD CONDOMINIUM HOMES

UNIT OWNERS' PERCENTAGE INTERESTS  
IN COMMON ELEMENTS

Building #1 - 1513 Steensland Drive  
Building #2 - 6 Maple Wood Lane  
Building #3 - 2 Maple Wood Lane  
Building #4 - 10 Maple Wood Lane  
Building #5 - 14 Maple Wood Lane  
Building #9 - 1 Maple Wood Lane  
Building #10 - 5 Maple Wood Lane

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1513-#1 Steensland Drive	479.3	.51412%
1513-#2 Steensland Drive	558.0	.59854%
1513-#3 Steensland Drive	474.6	.50908%
1513-#4 Steensland Drive	1,242.0	1.33223%
1513-#5 Steensland Drive	803.0	.86134%
1513-#6 Steensland Drive	946.4	1.01516%
1513-#7 Steensland Drive	1,206.3	1.29394%
Building #1 Subtotal	5,709.6	
6 Maple Wood Lane, Unit #1	818.0	.87743%
6 Maple Wood Lane, Unit #2	918.5	.98523%
6 Maple Wood Lane, Unit #3	837.0	.89781%
6 Maple Wood Lane, Unit #4	897.5	.96271%
6 Maple Wood Lane, Unit #5a	1,050.0	1.12629%
6 Maple Wood Lane, Unit #5b	193.0	.20702%
6 Maple Wood Lane, Unit #6	818.0	.87743%
6 Maple Wood Lane, Unit #7	930.5	.99811%
6 Maple Wood Lane, Unit #8	817.0	.87636%
6 Maple Wood Lane, Unit #9	901.0	.96646%
6 Maple Wood Lane, Unit #10	1,341.0	1.43843%
6 Maple Wood Lane, Unit #11	818.0	.87743%
6 Maple Wood Lane, Unit #12	930.5	.99811%
6 Maple Wood Lane, Unit #13	817.0	.87636%
6 Maple Wood Lane, Unit #14	901.0	.96646%
6 Maple Wood Lane, Unit #15	1,446.5	1.55160%
Building #2 Subtotal	14,434.5	
2 Maple Wood Lane, Unit #16	1,320.0	1.41590%
2 Maple Wood Lane, Unit #17	935.5	1.00347%
2 Maple Wood Lane, Unit #18	767.0	.82273%
2 Maple Wood Lane, Unit #19	731.5	.78465%
2 Maple Wood Lane, Unit #20	1,071.0	1.14881%
2 Maple Wood Lane, Unit #21	1,320.0	1.41590%

-223-

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
2 Maple Wood Lane, Unit #22	935.5	1.00347%
2 Maple Wood Lane, Unit #23	767.0	.82273%
2 Maple Wood Lane, Unit #24	731.5	.78465%
2 Maple Wood Lane, Unit #25	1,071.0	1.14881%
2 Maple Wood Lane, Unit #26	1,320.0	1.41590%
2 Maple Wood Lane, Unit #27	935.5	1.00347%
2 Maple Wood Lane, Unit #28	767.0	.82273%
2 Maple Wood Lane, Unit #29	731.5	.78465%
2 Maple Wood Lane, Unit #30	1,171.0	1.25608%
Building #3 Subtotal	<u>14,575.0</u>	
10 Maple Wood Lane, Unit #1	1,375.0	1.47490%
10 Maple Wood Lane, Unit #2	1,254.0	1.34511%
10 Maple Wood Lane, Unit #3	1,142.5	1.22551%
10 Maple Wood Lane, Unit #4	1,155.5	1.23945%
10 Maple Wood Lane, Unit #5	1,375.0	1.47490%
10 Maple Wood Lane, Unit #6	1,254.0	1.34511%
10 Maple Wood Lane, Unit #7	1,142.5	1.22551%
10 Maple Wood Lane, Unit #8	1,155.5	1.23945%
10 Maple Wood Lane, Unit #9	1,455.0	1.56072%
10 Maple Wood Lane, Unit #10	1,254.0	1.34511%
10 Maple Wood Lane, Unit #11	1,142.5	1.22551%
10 Maple Wood Lane, Unit #12	1,194.5	1.28129%
Building #4 Subtotal	<u>14,900.0</u>	
14 Maple Wood Lane, Unit #13	1,600.0	1.71626%
14 Maple Wood Lane, Unit #14	1,058.0	1.13487%
14 Maple Wood Lane, Unit #15	1,142.5	1.22551%
14 Maple Wood Lane, Unit #16	1,150.0	1.23355%
14 Maple Wood Lane, Unit #17	1,375.0	1.47490%
14 Maple Wood Lane, Unit #18	1,254.0	1.34511%
14 Maple Wood Lane, Unit #19	1,142.5	1.22551%
14 Maple Wood Lane, Unit #20	1,150.0	1.23355%
14 Maple Wood Lane, Unit #21	1,494.0	1.60256%
14 Maple Wood Lane, Unit #22	1,254.0	1.34511%
14 Maple Wood Lane, Unit #23	1,142.5	1.22551%
14 Maple Wood Lane, Unit #24	1,150.0	1.23355%
Building #5 Subtotal	<u>14,912.5</u>	
1 Maple Wood Lane, Unit #101	1,382.5	1.48295%
1 Maple Wood Lane, Unit #102	1,094.0	1.17348%
1 Maple Wood Lane, Unit #103	999.5	1.07212%
1 Maple Wood Lane, Unit #104	1,125.5	1.20727%
1 Maple Wood Lane, Unit #201	1,440.0	1.54462%
1 Maple Wood Lane, Unit #202	1,119.5	1.20084%
1 Maple Wood Lane, Unit #203	1,029.0	1.10376%
1 Maple Wood Lane, Unit #204	1,148.0	1.23141%
1 Maple Wood Lane, Unit #301	1,440.0	1.54462%

-224-

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1 Maple Wood Lane, Unit #302	1,119.5	1.20084%
1 Maple Wood Lane, Unit #303	1,029.0	1.10376%
1 Maple Wood Lane, Unit #304	1,331.0	1.42770%
Building #9 Subtotal	<u>14,257.5</u>	
5 Maple Wood Lane, Unit #105	1,363.0	1.46203%
5 Maple Wood Lane, Unit #106	1,101.0	1.18099%
5 Maple Wood Lane, Unit #107	991.0	1.06300%
5 Maple Wood Lane, Unit #108	1,125.5	1.20727%
5 Maple Wood Lane, Unit #205	1,434.0	1.53819%
5 Maple Wood Lane, Unit #206	1,116.5	1.19762%
5 Maple Wood Lane, Unit #207	1,013.5	1.08714%
5 Maple Wood Lane, Unit #208	1,148.0	1.23141%
5 Maple Wood Lane, Unit #305	1,591.0	1.70660%
5 Maple Wood Lane, Unit #306	1,116.5	1.19762%
5 Maple Wood Lane, Unit #307	1,190.0	1.27646%
5 Maple Wood Lane, Unit #308	1,247.5	1.33814%
Building #10 Subtotal	<u>14,437.5</u>	
 <b>TOTALS</b>	 <u><b>93,226.6</b></u>	 <u><b>100.00000%</b></u>



-225-

MAPLE WOOD CONDOMINIUM HOMES  
UTILITIES EASEMENT

The northernmost 33 feet of the southernmost 60 feet of the following-described parcel:

A parcel of land being a part of Lot 5, Northgate Annex, located in the Southeast 1/4 of the Northeast 1/4 of Section 1, T7N, R9E, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the E 1/4 corner of said Section 1; thence N89°21'51"W, 33.00 feet; thence N0°04'36"W, 677.23 feet to the point of beginning; thence S89°55'24"W, 200.00 feet; thence N0°04'36"W, 170.16 feet; thence N82°35'24"E, 201.65 feet; thence S0°04'36"E, 195.90 feet to the point of beginning.

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
MAPLE WOOD CONDOMINIUM HOMES

10th Amendment

MAPLE WOOD CONDOMINIUM HOMES

This Tenth Amendment to Declaration of Condominium is made and executed in the City of Madison, Dane County, Wisconsin, this \_\_\_\_\_ day of June, 1988, by Lawrence J. Taff, President and principal officer of Maple Wood Condominium Association, Inc., the association of Unit Owners for Maple Wood Condominium Homes, and Taff & Taff Builders, Inc., a Wisconsin corporation and owner of 6 Maple Wood Lane, Units #1, #2, and #3, and of 2 Maple Wood Lane Units #18, #19, #28, and #29, Maple Wood Condominium Homes, City of Madison, Dane County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter "Units 1, 2, 3, 18, 19, 28, and 29 respectively");

WITNESSETH:

WHEREAS, Lawrence J. Taff (hereinafter "Principal Officer") has received the written application of Taff & Taff Builders, Inc. (hereinafter "Separator") proposing the enlargement of Unit 1 through the elimination of Unit 2 and the reduction of Unit 3, and the relocation of boundaries between Units 18 and 19, and between Units 28 and 29 respectively, and

WHEREAS, the Principal Officer on May 17, 1988, mailed written notice of these proposed boundary reallocations to all Unit Owners in Maple Wood Condominium Homes; and

WHEREAS, the Separator has caused to be prepared this Tenth Amendment to Declaration of Condominium of Maple Wood Condominium Homes (hereinafter "Tenth Amendment") and an Eighth Amendment to Condominium Plat of Maple Wood Condominium Homes (hereinafter "Eighth Amendment to Plat") which shows the new boundaries and dimensions of Units 1, 3, 18, 19, 28, and 29, a copy of which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Board of Directors of Maple Wood Condominium Association, Inc. (hereinafter the "Board") has together with the Separator reviewed the Separator's written application, the Principal Officer's May 17 written notice, this Tenth Amendment and the Eighth Amendment to Plat and found the same and all reallocations therein to be reasonable and acceptable;

NOW, THEREFORE, the Separator, by making and executing this Tenth Amendment and the Eighth Amendment to Plat and by recording the same with the office of the Dane County Register of Deeds, does hereby, pursuant to Section Four (C) of the Declaration of Condominium of Maple Wood Condominium Homes, recorded July 23, 1980, in Volume 2068 of Records, at page 17, as Document No. 1672153, in the office of the Dane County Register of Deeds

22

(hereinafter "Declaration"), and pursuant to sec. 703.13(7), Stats., convey to Separator such portions of the respective Units so as to increase the size of Unit 1 by eliminating Unit 2 and reducing the size of Unit 3 and relocate the boundaries between Units 18 and 19 and between Units 28 and 29 on the terms and conditions and subject to the allocations set forth herein and in the Eighth Amendment to Plat. The Principal Officer joins in this Tenth Amendment to confirm the approval of the Maple Wood Condominium Association, Inc. herewith.

SECTION ONE

DEFINITIONS

All terms and phrases used in this Tenth Amendment to Declaration shall have the meanings set forth in SECTION TWO of the Declaration unless otherwise stated herein.

SECTION TWO

DESCRIPTION OF UNITS BEING ALTERED

The Units altered and/or eliminated by this Tenth Amendment and the Eighth Amendment to Plat are Units 1, 2, 3, 18, 19, 28, and 29, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

SECTION THREE

PERCENTAGE INTERESTS IN COMMON ELEMENTS AND IN LIABILITIES AND RIGHTS TO COMMON SURPLUSES FOR COMMON EXPENSES APPURTENANT TO REALLOCATED UNITS

The Unit Owner of Unit 1 shall have an undivided percentage interest in the Common Elements and in the liabilities for Common Expenses and a right to Common Surpluses equal to 1.86720 percent and the Unit Owner of Unit 3 shall have an undivided percentage interest in the Common Elements and in the liabilities for Common Expenses and a right to Common Surpluses equal to .89363 percent. These percentages reflect a reallocation of the percentage interests appurtenant to the former Unit 2 proportionate to the new relative square footage of Units 1 and 3, the two altered Units. The Unit Owners of Units 18, 19, 28, and 29 shall have an undivided percentage interest in the Common Elements and in the liabilities for Common Expenses and a right to Common Surpluses equal to 1.00521 percent, .59594 percent, .99233 percent, and .60881 percent, respectively. The percentage interests of all other Unit Owners are not affected by this Tenth Amendment. In











Anchor Savings & Loan Association, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and ASST. VICE PRESIDENT of said association and acknowledged that they executed the foregoing Consent and Agreement as such officers of said Anchor Savings & Loan Association, by its authority.

Tracey J Boyle  
Name: TRACEY J BOYLE  
Notary Public, State of Wisconsin  
My Commission Expires: 10-6-91

This Instrument Drafted By:  
Debra Peterson Conrad

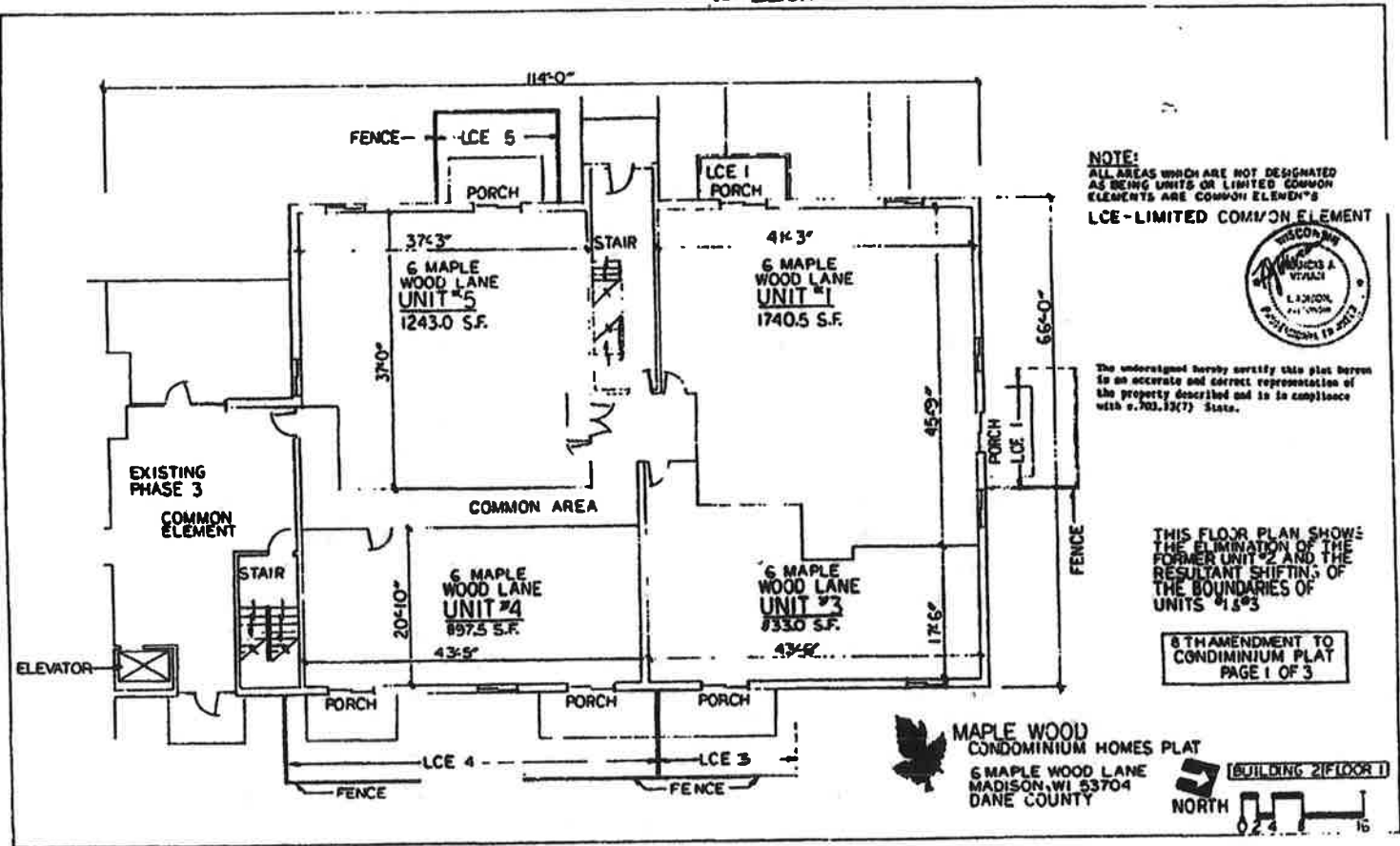
RETURN TO: Jorgensen & Conrad  
P. O. Box 56190  
Madison, WI 53705

Office of Register of Deeds )  
Dane County, Wisconsin ) ss  
Recorded JUNE 20 19 88  
At 2:12 o'clock P M  
Carol R. Mahnke, Register



Units 1, 2, and 3, Phase 2, of Maple Wood Condominium Homes (Maple Wood Lane), and Units 18, 19, 28, and 29, Phase 3, of Maple Wood Condominium Homes (2 Maple Wood Lane), in the City of Madison, Dane County, Wisconsin as set forth in Declaration of Condominium recorded in Volume 2068 of Records, page 17, as Document No. 1672153; and as amended by First Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 2956 of Records, page 28, as Document No. 1713635; and by Second Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 3123 of Records, page 52, as Document No. 1720659; and by Third Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 3905 of Records, page 77, as Document No. 1754501, and by Fourth Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 4031 of Records, page 7, as Document No. 1760221, and by Fifth Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 5841 of Records, page 1, as Document No. 1840681; and Amendment to Section Two, Fifth Amendment to Declaration of Condominium recorded in Volume 5918 of Records, page 67, as Document No. 1843864; and by Sixth Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 6786 of Records, page 56, as Document No. 1879427; and by Affidavit of Correction recorded as Document No. 1893043; and by the Seventh Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 7925 of Records, page 31, as Document No. 1927106; and by Eighth Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 8114 of Records, page 15, as Document No. 1934724; and by Ninth Amendment to Declaration of Condominium of Maple Wood Condominium Homes recorded in Volume 10419 of Records, page 48, as Document No. 2036793; and EXCEPT as contained in Quit Claim Deed to the City of Madison recorded on August 9, 1985, as Document No. 1893456.

Together with said Units' appurtenant undivided percentage interests in the Common Elements, in the percentage specified in the above-referenced Declaration and amendments thereto, and the exclusive uses and rights of the appurtenant Limited Common Elements identified in the above-referenced Declaration, Amendments, and Plat relating thereto.



**NOTE:**  
 ALL AREAS WHICH ARE NOT DESIGNATED AS BEING UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS  
 LCE-LIMITED COMMON ELEMENT



The undersigned hereby certifies this plan herein to be an accurate and correct representation of the property described and is in compliance with s. 703.15(7) Stats.

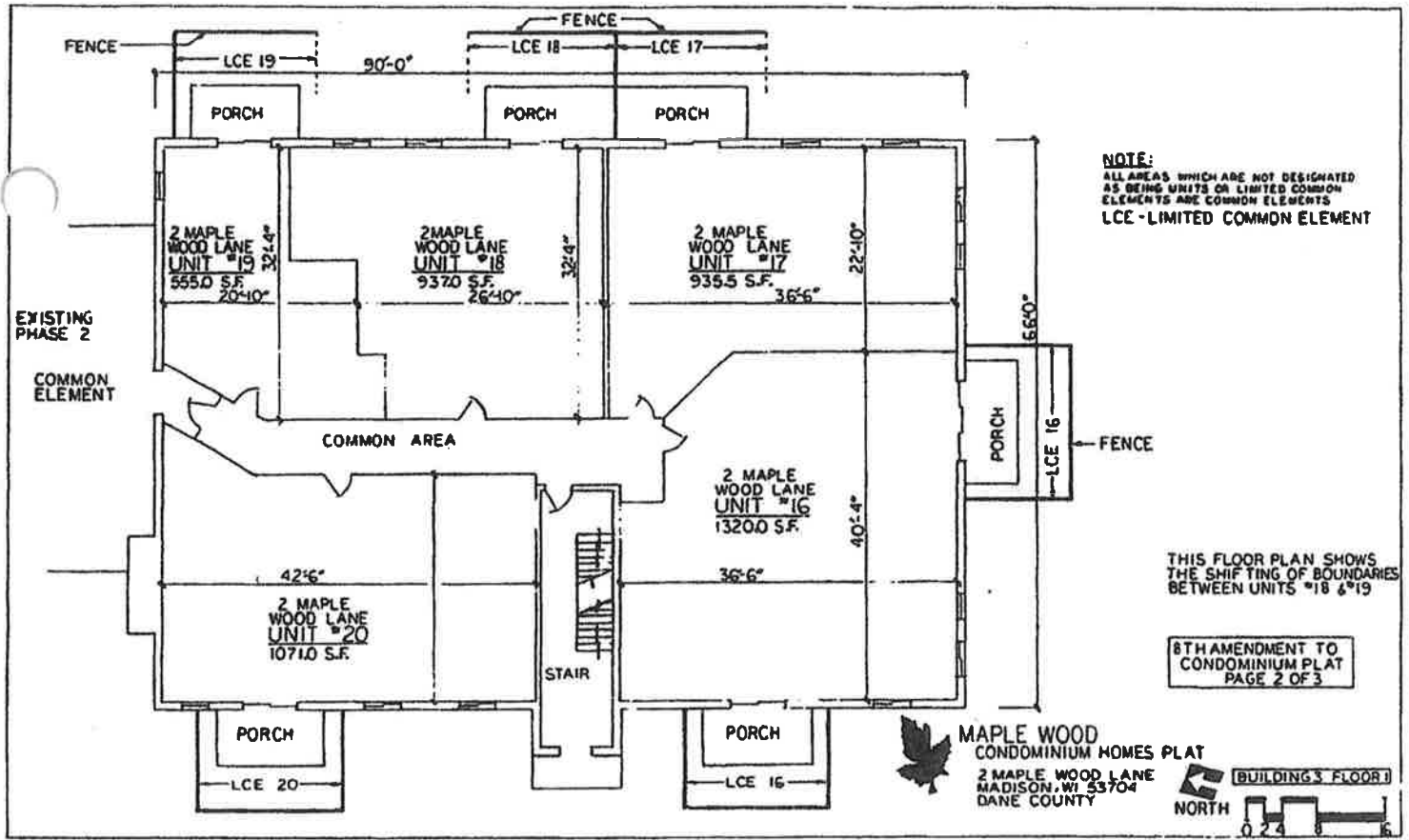
THIS FLOOR PLAN SHOWS THE ELIMINATION OF THE FORMER UNIT #2 AND THE RESULTANT SHIFTING OF THE BOUNDARIES OF UNITS #1, 3 & 4

8TH AMENDMENT TO CONDOMINIUM PLAN PAGE 1 OF 3


**MAPLE WOOD CONDOMINIUM HOMES PLAT**  
 6 MAPLE WOOD LANE  
 MADISON, WI 53704  
 DANE COUNTY


**BUILDING 2(FLOOR 1)**  
 NORTH  


EXHIBIT B  
 Page 1



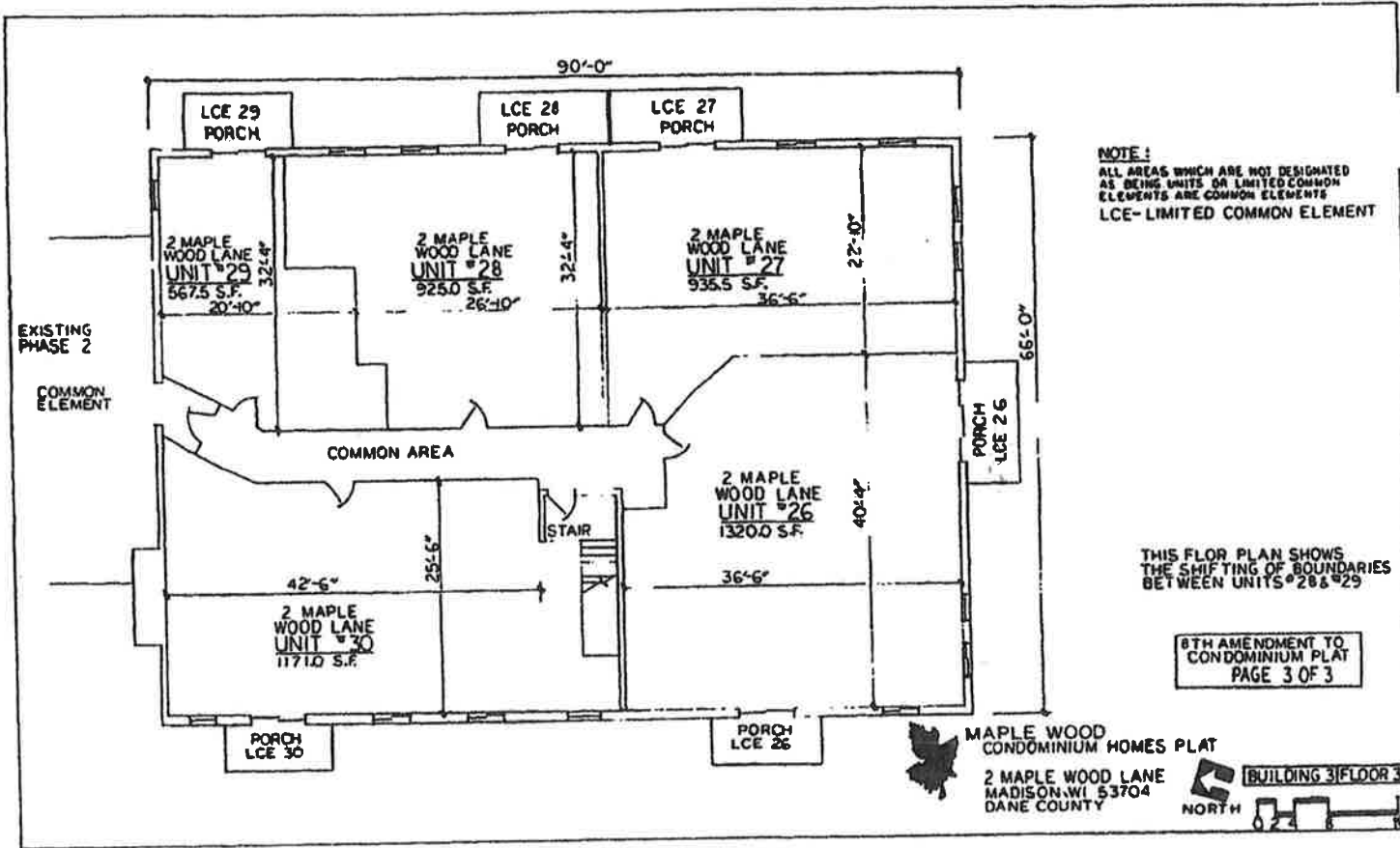


EXHIBIT B  
Page 3

\*\*\*\*\*  
 \* The following is a transcription of unit owners percent\_interest in \*  
 \* common\_elements taken from Amendment nine as modified by Amendment ten \*  
 \* of the MWCA Declaration. This table became effective on 22 June 1988. \*  
 \*\*\*\*\*

BldgNr	Unit	SqFt	%_interest	BldgNr	Unit	SqFt	%_interest
1	101	1382.5	1.48295	6	1	1740.5	1.86720
1	102	1094.0	1.17348	6	3	833.0	0.89363
1	103	999.5	1.07212	6	4	897.5	0.96271
1	104	1125.5	1.20727	6	5	1050.0	1.12629
1	201	1440.0	1.54462	6	5b	193.0	0.20702
1	202	1119.5	1.20084	6	6	818.0	0.87743
1	203	1029.0	1.10376	6	7	930.5	0.99811
1	204	1148.0	1.23141	6	8	817.0	0.87636
1	301	1440.0	1.54462	6	9	901.0	0.96646
1	302	1119.5	1.20084	6	10	1341.0	1.43843
1	303	1029.0	1.10376	6	11	818.0	0.87743
1	304	1331.0	1.42770	6	12	930.5	0.99811
				6	13	817.0	0.87636
2	16	1320.0	1.41590	6	14	901.0	0.96646
2	17	935.5	1.00347	6	15	1446.5	1.55160
2	18	937.0	1.00521				
2	19	555.0	0.59594	10	1	1375.0	1.47490
2	20	1071.0	1.14881	10	2	1254.0	1.34511
2	21	1320.0	1.41590	10	3	1142.5	1.22551
2	22	935.5	1.00347	10	4	1155.5	1.23945
2	23	767.0	0.82273	10	5	1375.0	1.47490
2	24	731.5	0.78465	10	6	1254.0	1.34511
2	25	1071.0	1.14881	10	7	1142.5	1.22551
2	26	1320.0	1.41590	10	8	1155.5	1.23945
2	27	935.5	1.00347	10	9	1455.0	1.56072
2	28	925.0	0.99233	10	10	1254.0	1.34511
2	29	567.5	0.60881	10	11	1142.5	1.22551
2	30	1171.0	1.25608	10	12	1194.5	1.28129
5	105	1363.0	1.46203	14	13	1600.0	1.71626
5	106	1101.0	1.18099	14	14	1058.0	1.13487
5	107	991.0	1.06300	14	15	1142.5	1.22551
5	108	1125.5	1.20727	14	16	1150.0	1.23355
5	205	1434.0	1.53819	14	17	1375.0	1.47490
5	206	1116.5	1.19762	14	18	1254.0	1.34511
5	207	1013.5	1.08714	14	19	1142.5	1.22551
5	208	1148.0	1.23141	14	20	1150.0	1.23355
5	305	1591.0	1.70660	14	21	1494.0	1.60256
5	306	1116.5	1.19762	14	22	1254.0	1.34511
5	307	1190.0	1.27646	14	23	1142.5	1.22551
5	308	1247.5	1.33814	14	24	1150.0	1.23355
Total square feet = 93214.1_sqft				1513	1	479.3	0.51412
Total percent interest = 99.98789%				1513	2	558.0	0.59854
Wisconsin law 703.13 requires use				1513	3	474.6	0.50908
of this table to compute fees.				1513	4	1242.0	1.33223
Rick Pollock 14 August 2017				1513	5	803.0	0.86134
				1513	6	946.4	1.01516
				1513	7	1206.3	1.29394