

260306

REGISTER OF DEEDS
DADE COUNTY FL

DECLARATION OF
HOLBORN VILLAGE AT HIGH CROSSING,
A Condominium 94 MAY 20 AM 11:29

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**DECLARATION OF
HOLBORN VILLAGE AT HIGH CROSSING,
A Condominium**

This Declaration is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by High Crossing Apartments - Phase I Limited Partnership, a Wisconsin limited partnership (hereinafter referred to as "Declarant"), being the sole owner of certain real estate located in the City of Madison, Dane County, Wisconsin, as described on the attached Exhibit A.

The purpose of this Declaration of Condominium is to submit the real estate and improvements above described to condominium ownership in the manner provided by the "Condominium Ownership Act," Chapter 703, Wisconsin Statutes.

ARTICLE I. DEFINITIONS

- A. The following words and terms used herein shall have the same meaning unless the context requires otherwise as follows:
1. "ASSOCIATION" or "ASSOCIATION OF UNIT OWNERS" means Holborn Village at High Crossing Condominium Association, Inc., a Wisconsin nonstock corporation, of which all Unit Owners shall be members.
 2. "COMMON ELEMENTS" mean all of the condominium except its Units.
 3. "COMMON EXPENSES" and "COMMON SURPLUSES" mean the expenses and surpluses of the Association.
 4. "CONDOMINIUM" means the property subject to this Condominium Declaration having the name "Holborn Village at High Crossing" and the address of 2800 and 2900 blocks of Holborn Circle, Madison, Wisconsin.
 5. "CONDOMINIUM INSTRUMENTS" mean the Declaration, Bylaws, plats and plans of the Condominium, together with any attached exhibits or schedules.
 6. "DECLARANT" means the owner who subjects its property to the Condominium Declaration.
 7. "DECLARATION" means the instrument by which a property becomes subject to the "Condominium Ownership Act," Chapter 703, Wisconsin Statutes ("the Act"), and that Declaration, as amended from time to time.

- 8. "LIMITED COMMON ELEMENTS" mean those Common Elements identified in the Declaration or on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.
- 9. "MAJORITY" or "MAJORITY OF UNIT OWNERS" means the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in the Condominium Declaration.
- 10. "MORTGAGE" means any first mortgage lien encumbering a Unit.
- 11. "MORTGAGEE" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.
- 12. "PERSON" means any party eligible to become a Unit Owner or Owner as provided in Paragraph A(16), below.
- 13. "PROPERTY" means the unimproved land, together with improvements on it or improvements without the underlying land, which is the subject of this Declaration. Property may consist of noncontiguous parcels or improvements.
- 14. "UNIT" means that part of the Property subject to this Declaration intended for any individual, private use, comprised of one or more cubicles of air at one or more levels of space in a building together with all fixtures and improvements contained therein.
- 15. "UNIT NUMBER" means the number, letter or combination thereof, identifying a Unit in the Declaration.
- 16. "UNIT OWNER" or "OWNER" means a person, combination of persons, a partnership, a corporation, a limited liability company or other legal entity which holds legal title to a Unit or has equitable ownership as a land contract vendee and which owns an undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in this Declaration.

ARTICLE II. STATUTORY PROVISIONS

A. General Description of Buildings, Units and Common Elements.

- 1. The Condominium includes twenty-four (24) buildings with each building containing four (4) Units for a total of ninety-six (96) Units (the "Units"). A numerical listing of all Units is set forth on Exhibit A-1 attached hereto,

and the types of Units, with respect to floor plans, are depicted on the Plat and briefly described on Exhibit A-2 attached hereto. The Condominium, including the buildings and Units, is depicted on the Condominium Plat attached hereto as Exhibit B (the "Plat").

2. Each Unit location is shown on the Plat.

(a) A Unit includes one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, as those boundaries are shown on the building and floor plans contained in the Plat, together with all fixtures and improvements contained therein.

(b) Units are identified by number and location on the Plat and include the interests pertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations created under this Declaration.

3. The Common Elements shall consist of all of the Condominium, with the exception of the individual Units, including, without limitation, the land on which the building or buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a Unit), attics, roofs, foundations, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings, the walks, parking spaces and landscaping. There are reserved for the exclusive use of the Unit Owner of each Unit at issue certain Limited Common Elements, specifically:

The deck, patio, porch and garage adjoining a Unit (as reflected on the Plat and floor plans).

All private driveways (including the parking spaces at the end of such driveways) are Limited Common Elements reserved for the Unit they are serving as shown on the Plat.

Any mortgage of a Unit shall also be deemed to automatically include the mortgagor's interest in the Common Elements and any applicable Limited Common Elements, regardless of whether the mortgagor's interest in such Common Elements and Limited Common Elements is specifically referred to in the mortgage at issue.

- B. Percentage Interest Appurtenant to Each Unit. The percentage of undivided interest in the Common Elements appertaining to each Unit and its Unit Owner shall be the same. Therefore, each Unit and its Unit Owner has a common interest in the common area equal to the proportion that its Unit bears to the total number of Units in the Condominium development (i.e., each Unit Owner has a one-ninety-sixth (1/96) interest in the common areas).
- C. Number of Votes Appurtenant to Each Unit. There shall be one (1) vote appurtenant to each Unit. When more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as the owners of that Unit, among themselves, may determine, but in no event may more than one (1) vote be cast with respect to any Unit. There can be no split vote, and only the person designated to cast the vote on the membership list maintained by the Association in accordance with the Bylaws of the Association may cast such vote.
- D. Restrictions on Use. The Units are intended for and restricted to residential use; however, residents may engage in home occupations as permitted by City ordinances so long as such occupation does not (i) involve the employment of individuals, other than a resident of the Condominium, working on the Property; (ii) generate excessive traffic, including, but not limited to, delivery, client or customer traffic; or (iii) constitute a nuisance to other Unit Owners and residents.

Nothing contained herein shall preclude any Unit Owner from renting out his Unit, except that, once all Units have been sold by the Declarant, no more than twenty-eight (28) of the total Units in the Condominium may be rented at any one time. Additional restrictions, including, but not limited to, restrictions as to the placing of "For Rent" signs in, on or about any Unit or any of the Common Elements, shall be as contained in the Bylaws and Rules and Regulations, as they may from time to time be promulgated in accordance with the terms of the Bylaws.

- E. Service of Process. The person who receives service of process for the Association shall be the President of the Association, or, at the President's option, the Association's legal counsel. The current registered agent is Terrence Wall, and the address for that registered agent is 2601 Crossroads Drive, Suite 165, Madison, WI 53704. Any change in the registered agent shall be effective upon execution of a resolution by the Board of Directors of the Association and proper filing of any such change with the office of the Wisconsin Secretary of State.

F. Damage or Destruction. In the event of partial or total destruction of the Property, the damaged or destroyed Property shall be rebuilt and/or repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within sixty (60) days after such partial or total destruction at least ninety percent (90%) of the total number of Unit Owners entitled to vote agree not to repair, restore and/or rebuild. In such event, the provisions of Section 703.18 of the Wisconsin Statutes (1991-92) shall be applicable. On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of three-fourths (3/4) of the Unit Owners entitled to vote, provided, however, that the number of square feet of any Unit may not vary from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

G. Procedure for Reconstruction and Repair.

1. Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board of Directors shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.
2. Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, the funds for the payment thereof are insufficient, special assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors against all Unit Owners in proportion to the respective percentage interests of all Units, notwithstanding anything to the contrary contained in Section 4 of Article XI of the Association's Bylaws. Such special assessments shall not require the approval of the Association, anything in this Declaration or the Association's Bylaws to the contrary notwithstanding.
3. Plans and Specifications. Any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair and

subject to the provisions of Section F of Article II, above.

4. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee as defined below; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee and approval of an architect qualified to practice in the State of Wisconsin and employed to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (a) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided first among all Unit Owners who paid special assessments levied pursuant to Section G(2)

of this Article in proportion to their payments, and the balance, if any shall be divided among all Unit Owners in proportion to each Unit Owner's obligation to pay Common Expenses and shall be distributed in accordance with the priority of interest, at law or in equity, in each Unit.

- (c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.
- (d) Certificate. The Insurance Trustee as defined below shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.
5. Insurance Trustee. All physical damage insurance policies purchased by the Board of Directors shall provide that all proceeds thereof shall be paid in trust to the Board of Directors, as "Insurance Trustee", to be applied pursuant to the provisions of Section G(4) of this Article. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same, in trust, for the purposes stated in this Declaration and the Bylaws of the Association for the benefit of the insureds and their beneficiaries.
6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner to adjust and settle all claims arising under insurance policies maintained by the Board of Directors and to execute and deliver releases upon the payment of claims.
- H. Eminent Domain. Section 703.19 (1991-92) shall apply to this Condominium.

**ARTICLE III. POWERS OF THE DECLARANT AND OF
THE ASSOCIATION OF UNIT OWNERS**

A. Initial Rights of Declarant. Until such time as the Board of Directors of the Association of Unit Owners provided for in this Declaration is formed and further until thirty (30) days after the Declarant shall have consummated the sale of at least seventy-five percent (75%) of the Common Elements to purchasers, or three (3) years from the date of conveyance of the first Unit, whichever shall first occur, the Declarant or its successors or assigns may exercise the powers, rights, duties and functions of the Board of Directors and Association. After the period described above, the Association and the Board of Directors shall be bound fully by all contracts concerning the Condominium entered into by the Declarant during the aforementioned period(s), subject to the provisions of Wis. Stat. §703.35 (1991-92). Prior to the conveyance of twenty-five percent (25%) of the Common Element interests to purchasers, the Association shall hold a meeting and elect at least thirty-three and one-third percent (33 1/3%) of the Directors of the Board of Directors.

B. Association of Unit Owners. The Association has the power to:

1. adopt a budget for revenues, expenditures and reserves and levy and collect assessments for Common Expenses from Unit Owners;
2. employ and dismiss employees and agents;
3. sue on behalf of all Unit Owners; and
4. exercise any other power conferred by the Condominium Instruments or Bylaws.

In addition, the Association has the further conditional powers subject to any restrictions and limitations specified in Article III.C below and the Bylaws:

1. to make contracts and incur liabilities;
2. to regulate and impose charges for the use of the Common Elements;
3. to cause additional improvements to be made as a part of the Common Elements;
4. to acquire, hold, encumber and convey any right, title or interest in or to real property;
5. to grant permits, licenses and easements through or over the Common Elements;

6. to receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements; and
7. to grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of the Unit or of any other portion of the Condominium.

C. Easements for Access. The Association or its agent may have and is hereby granted access to the Units for purposes of maintenance, repair and replacement of Common Elements, provided that such access shall only be provided after giving the Owner of the Unit to which access must be obtained reasonable notice of the need for such access and arranging for a mutually agreeable time for such access, except that in the event of an emergency, the Association, or its agent, may gain access to any Unit to make the necessary repair without the giving of any notice or the arranging for a mutually agreeable time.

D. Miscellaneous Restrictions. Notwithstanding anything contained in Section B above, except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least three-fourths (3/4) of the Unit Owners entitled to vote and their respective mortgagees have given their prior written approval, the Association shall not be entitled to:

1. change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;
2. partition or subdivide any Unit;
3. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Elements (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.);
4. use hazard insurance proceeds for losses to the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property (or other purposes related thereto such as, by way of example, administrative costs and expenses incurred in connection with such repair, replacement or

reconstruction) except if such proceeds are surplus as provided in Section G(4)(b) of Article II above; or

- 5. borrow money on behalf of the Association.

The Association shall not be entitled to, by act or omission, seek to abandon or terminate the Condominium without the prior written consent of all of the Unit Owners entitled to vote and their respective mortgagees.

E. Rules and Regulations. Rules and regulations concerning the use of the Property may be established by the Association, provided that copies of such regulations are mailed or otherwise sent to each current Unit Owner whose name and address has been submitted to the Association prior to the time that such rules and regulations become effective.

F. Proviso. Until the Declarant has closed the sale of all of the Units, neither the Unit Owners nor the Association nor their use of the Property shall in any manner interfere with the Declarant's sale of the Units. Declarant may make such use of the unsold Units and Common Elements as may facilitate such sale, including, but not limited to, maintenance of a sales office, the showing of Property and the display of signs until such time as all of the Units have been sold by the Declarant. In addition, Declarant shall be allowed to lease Units at its discretion and without any of the limitations as to leasing which are contained in this Declaration or in the Association's Bylaws (except that Declarant shall be bound by the final sentence of Article XII, Section 7 of the Bylaws) until the Declarant has closed the sale of all Units.

G. Abatement and Enjoining of Violations. Article XIV of the Association's Bylaws contains various rights and remedies of the Association and Unit Owners in the event of any violation of the Act, the Declaration, the Bylaws and the Rules and Regulations. Notwithstanding any such rights and remedies contained in Article XIV of the Bylaws, judicial proceedings must be commenced before any items of construction can be altered or demolished.

ARTICLE IV. COMMON ELEMENTS

A. Common Expense. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense, as set forth in the Association's Bylaws.

B. Agreement to Pay Assessment. Each Owner of any Unit by the acceptance of the Deed or Land Contract therefor, whether or not it be so expressed in such Deed or Land Contract, shall be deemed to covenant and agree with others and the Association to pay to the Association for the purposes provided in this Declaration and in the Association's Bylaws, annual assessments, special assessments for capital improvements,

working capital assessments and assessments for any other matters as provided herein. Such assessments shall be fixed, established and collected from time to time in the manner provided in the Association's Bylaws. Assessments shall commence upon the date of the conveyance of the first Unit; provided, however, the Declarant shall only be obligated to pay twenty-five percent (25%) of all assessments on any unsold Units. Notwithstanding the foregoing, the Declarant shall be obligated to make up any deficit or shortage that may arise in the Condominium's initial period of operation (i.e., until the Declarant has sold all Units).

C. Lien for Assessments. All sums assessed against a Unit, together with interest thereon as provided in the Association's Bylaws, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (1) liens of general and special taxes; and (2) a lien for all sums unpaid on a first mortgage duly recorded in the Dane County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (3) construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

ARTICLE V. NOTICES

Notices, consents, approvals, requests and demands (collectively "Notices") required to be given to the Association, the Board or any Unit Owner may be delivered either personally or by mail. Notices to Unit Owners shall be addressed to the Unit Owner at such place as the Unit Owner shall direct in writing. Notices to the Association or the Association's Board of Directors shall be addressed to the Association's registered office. Notices shall be effective upon personal delivery or, if mailed, upon deposit (either registered, certified or first-class) in any U.S. Post Office Box with postage prepaid.

ARTICLE VI. DECLARANT WARRANTIES

Declarant will provide to Unit Owners any and all assignable product warranties it has received in connection with a Unit. Declarant agrees, at its option, to repair or replace any and all popped drywall nails and cracks in the drywall of a Unit for a period of one (1) year from the date of this Declaration upon notification of such condition from the Unit Owner. Declarant has

not made any warranties or representations in connection with this Condominium, except as specifically set forth herein, in the Bylaws, or in any offer to purchase which Declarant enters into with any Owner. No Person shall rely upon any warranty or representation unless contained in this Declaration, in the Bylaws of the Owners Association, or in any offer to purchase it has entered into. Any estimates of Common Expenses, taxes or other charges are only estimates, and no warranty or representation or guarantees of the amount thereof are made.

ARTICLE VII. INVALIDITY OF A PROVISION

If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Bylaws, the Rules and Regulations, the Wisconsin Condominium Ownership Act or any section, sentence, clause, phrase, word or application of any of them in any circumstance is held invalid or unenforceable, the validity or enforceability of the remainder of them shall not be affected thereby.

ARTICLE VIII. CONSTRUCTION

Any matter not specifically set forth herein shall be governed by the Act, and in the event of any conflict with respect to the terms and provisions as set forth herein with that Act, the provisions of the Act shall control.

ARTICLE IX. NOTICES TO MORTGAGEES

Whenever so requested in writing by the holder or an insurer or guarantor of a Mortgage, the Board of Directors shall promptly give timely written notice to such insurer, guarantor or Mortgagee of (a) any 60-day delinquency in the payment of assessments due by the Unit Owner of the mortgaged Unit, (b) any material damage to such Unit or to the Common Elements, and of any condemnation or similar proceeding which may affect the insurer, guarantor or Mortgagee, (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action requiring the consent of Mortgagees either hereunder or under the Association's Bylaws. A request for notice hereunder shall be in writing and shall contain the name and address of such holder, insurer or guarantor and the Unit number or street address of the encumbered Unit.

ARTICLE X. AMENDMENTS

This Declaration may be amended with the written consent of at least two-thirds (2/3) of the Unit Owners and their respective Mortgagees, except that any act requiring unanimous consent or a three-fourths (3/4) vote of the Unit Owners entitled to vote as set forth herein shall require unanimous consent or a

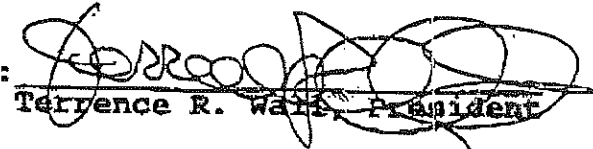
three-fourths (3/4) vote respectively to amend such provision; any amendment shall become effective upon being recorded in the office of the Register of Deeds for Dane County, Wisconsin, together with a recitation of the fact that such amendment was passed in accordance with the provisions set forth in this Declaration and the Bylaws. Notwithstanding the foregoing, the Declarant may amend the Declaration without any other consents, approvals or votes if such amendment be required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit.

ARTICLE XI. NUMBER AND GENDER

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

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 20th day of MAY, 1994.

HIGH CROSSING APARTMENTS - PHASE I
LIMITED PARTNERSHIP
By: HC APARTMENTS - PHASE I CORP.,
General Partner

By: 
Terrence R. Wall, President


[CORPORATE SEAL]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 20th day of May, 1994, before me, personally appeared Terrence R. Wall, President, to me known to be the President of HC Apartments - Phase I Corp. and to me known to be the person who executed the foregoing instrument and to me known to be such President of said Corporation and that he executed the foregoing instrument as such officer, as the deed of said Corporation, by its authority.

[NOTARIAL SEAL]


Barbara A. Zule
Notary Public, Dane County, WI
My Commission: EXPIRES 7/24/94

CONSENT

The undersigned, as the Limited Partnership's mortgagee, hereby consents to the execution of this Declaration of Condominium.

Dated this 20th day of May, 1994.

FIRST BUSINESS BANK OF MADISON

By: William C. Koehn
Attest: [Signature]
[CORPORATE SEAL]

ACKNOWLEDGMENT

On this 20th day of MAY 1994, before me, personally appeared William C. Koehn, Vice President and J. M. Ley, Vice President, to me known to be the Vice President and Vice President, respectively, of First Business Bank of Madison, and to me known to be the persons who executed the foregoing instrument and to me known to be such Vice Presidents and Vice Presidents of said Bank and that they executed the foregoing instrument as such officers, as the deed of said Bank, by its authority.

[NOTARIAL SEAL]

* James M. Weiss
Notary Public, Dane County, WI
My Commission: expires December 10, 1994

This instrument was drafted by and, after recording, shall be returned to:

Attorney Harvey L. Temkin
Foley & Lardner
One South Pinckney Street
P.O. Box 1497
Madison, WI 53701-1497

EXHIBIT A

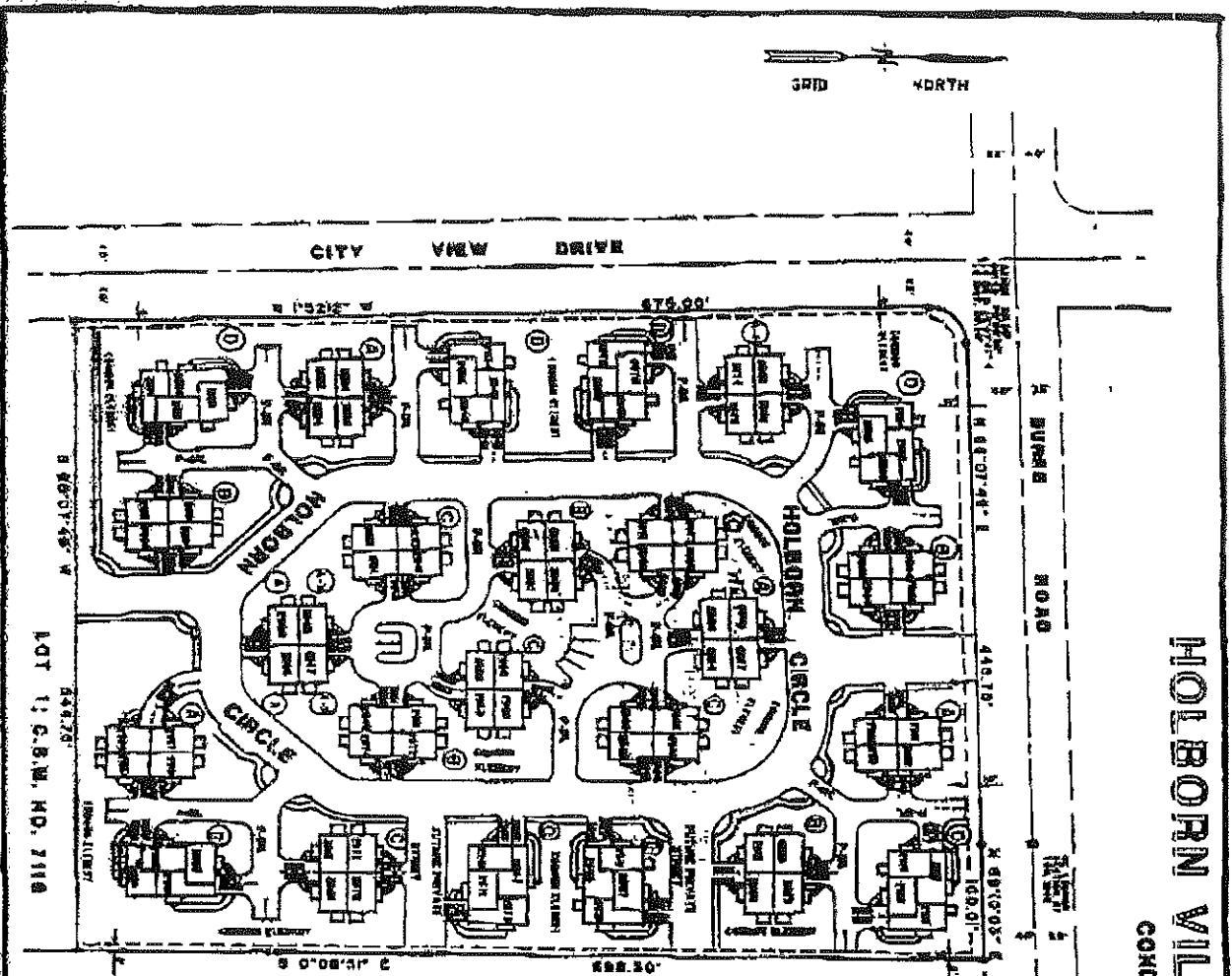
Lot 2, Certified Survey Map No. 7118, recorded in Volume 36 of Dane County Certified Surveys on pages 76, 77, 78 and 79 as Document No. 2472773, being part of the NW 1/4 of the NW 1/4 of Section 26 and also part of the NE 1/4 of the NE 1/4 of Section 27, all in T8N, R10E, City of Madison, Dane County, Wisconsin.

EXHIBIT A-1List of Unit Numbers

2802	2911
2804	2913
2810	2915
2812	2917
2814	2919
2816	2921
2818	2923
2820	2925
2822	2931
2824	2933
2830	2935
2831	2937
2832	2940
2833	2941
2834	2942
2836	2943
2840	2950
2841	2952
2842	2954
2843	2956
2845	2958
2847	2960
2849	2962
2851	2964
2853	2966
2855	2967
2857	2968
2859	2969
2860	2971
2862	2972
2870	2973
2871	2974
2872	2975
2873	2977
2874	2981
2876	2983
2880	2985
2882	2987
2884	2989
2886	2991
2890	2993
2892	2995
2894	2996
2895	2997
2896	2998
2897	2999
2901	
2902	
2903	
2904	

EXHIBIT A-2Types of Units

<u>Unit</u>	<u>Baths</u>	<u>Bedrooms</u>	<u>Amenities</u>
A	2.5	2	Large front porch; cathedral ceiling; half-bath on the first floor; 2 full baths on the second floor; laundry on second floor; ceramic tile in the entry, half-bath, and kitchen; living room; dining room; large patio with sliding glass doors.
A-R	2	2	Large front porch; cathedral ceiling; half-bath on the first floor; 2 full baths on the second floor; laundry on second floor; ceramic tile in the entry, half-bath, and kitchen; living room; dining room; large patio with sliding glass doors; monumental stairwell.
B	2	2	Porch; cathedral ceiling; 2 full baths on the second floor; laundry on first floor; ceramic tile at entry; living room; dining room; large patio with sliding glass doors.
C	1.5	2	Porch; cathedral ceiling; half bath on first floor; full bath on second floor with a double vanity and access directly from master bedroom and from hallway; laundry on second floor; living room; dining room; large patio with glass doors.
D-1	2	2	Porch; 2 full baths upstairs; 9-foot ceiling; living room; dining room; large patio.
D-2	2	2	Porch; 2 full baths upstairs; 9-foot cathedral ceiling; living room; dining room; large patio.
D-3	1.5	2	Porch; 8-foot ceiling; full bath with a double vanity on second floor accessible from master walk-in closet or from hallway; half bath downstairs; dining room; living room; middle unit.
D-4	1	2	Porch; 8-foot ceiling; full bath upstairs with double vanity and direct access from master bedroom and from hallway; laundry on second floor; dining room; living room; middle unit; closet near foyer plumbed for conversion to half bath.



HOLBORN VILLAGE HIGH CROSSING

CONDORRUE PLAT-DANE COUNTY

WILLIAMSON SURVEYING

2603007

EXHIBIT B

NOTES:

All stoops, porches and patios are limited common elements. All pre-treatment easements are limited common elements for the units they are serving.
 Area computations are based on architect's plan dimensions and do not supersede unit boundaries as set forth in the common element declaration.
 All other areas not designated as limited common areas in common area.

DESCRIPTION:

Lot 3, Certified Survey Map No. 3116, recorded in Volume 16 of Dane County Certified Surveys on pages 76, 77, in and 79 of Document No. 161373 being part of the M 1/4 of the SW 1/4 of Section 36 and also part of the NE 1/4 of the NE 1/4 of Section 27 all in T8N, R10W, E34 of Madison, Dane County, Wisconsin.

CONVEYOR'S CERTIFICATE:

I, Ronald E. Williamson, registered Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and to be constructed and the identification and location of the unit and the common and limited common elements can be determined from the plat.

Date: May 12, 1994

Ronald E. Williamson
 Ronald E. Williamson
 Registered Land Surveyor S-1764

LEGEND

- ① 1/4" = 80' SCALE
- ② UNRESERVED BUILDING LOT/FIT



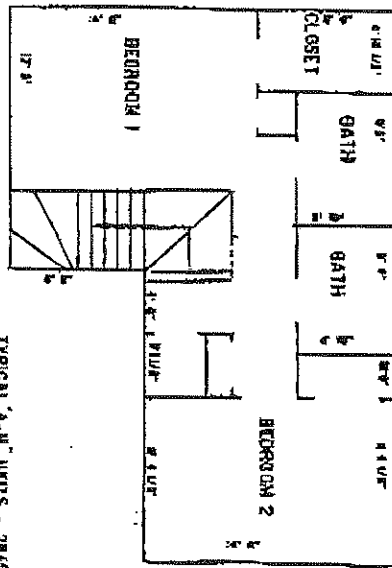
EXHIBIT B

HOLBORN VILLAGE - HIGH CROSSING

CONDOMINIUM PLAT - DANF COUNTY

WILLIAMSON SURVEYING

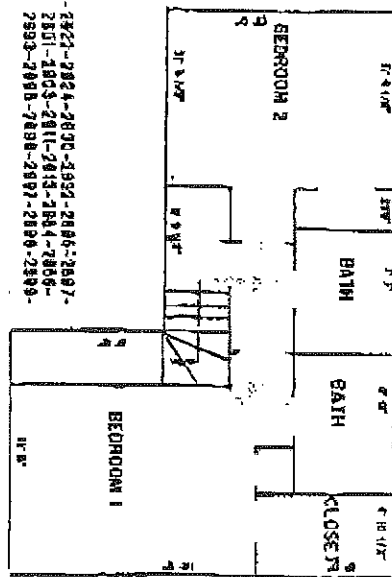
607 SQ. FT.
SECOND FLOOR



TYPICAL 'A-N' UNITS - 2844-2847-2874-2878-2880-2882

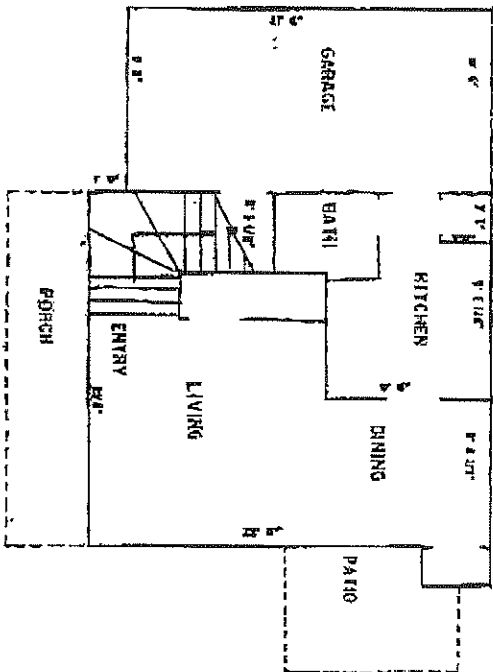
SCALE 1" = 8'

607 SQ. FT.
SECOND FLOOR

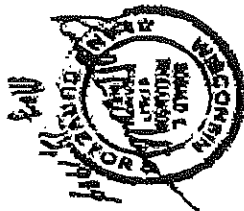
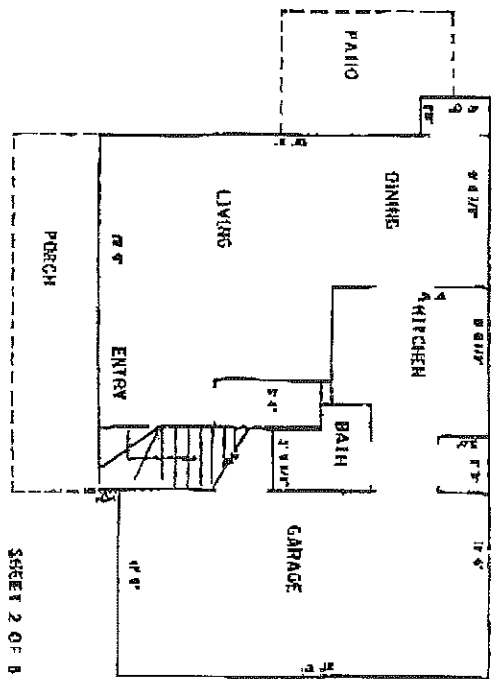


TYPICAL 'A' UNITS - 2823-2824-2830-2832-2886-2887-2891-2893-2811-2813-2854-2868-2890-2898-7888-2897-2898-2899-

763 SQ. FT.
FIRST FLOOR



763 SQ. FT.
FIRST FLOOR



SECRET 2 OF 8
348 - 102

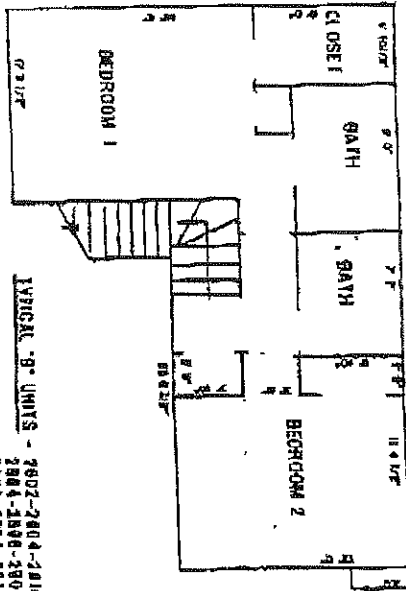
KNIGHT B

HOLBORN VILLAGE at HIGH CROSSING

CONCRETE ON SLAB-DAVE COUNTY

WILLIAMSON SURVEYING

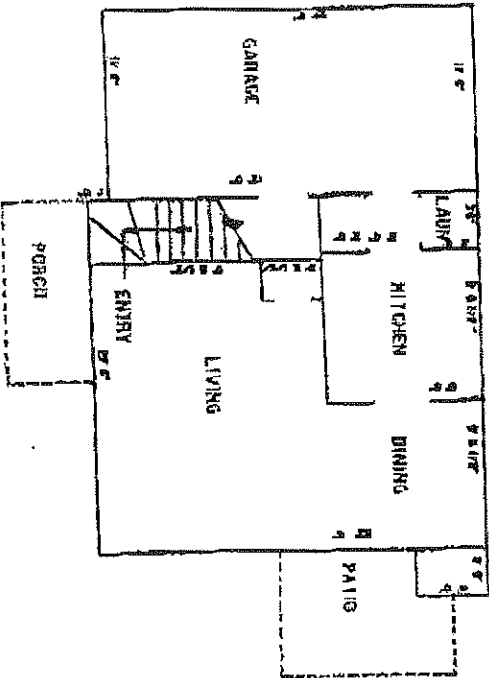
507 SQ. FT.
SECOND FLOOR



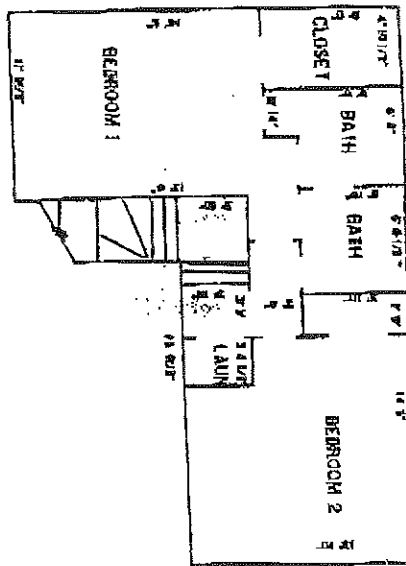
TYPICAL B UNITS - 7802-7804-2810-2812-2848-2891-7807-7889-
 2884-2886-2802-2804-2813-2828-2831-2833-
 2807-2804-2817-2874

SCALE 1" = 8'

123 SQ. FT.
FIRST FLOOR

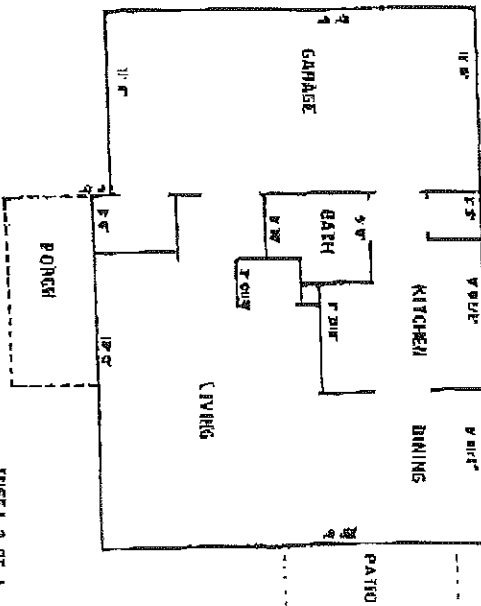


507 SQ. FT.
SECOND FLOOR



TYPICAL C UNITS - 2837-2833-2841-2843-2853-2856-2871-2832
 2840-2842-2868-2882-2885-2888-2889-2890-2896-2888
 2870-2877-2881-2883

783 SQ. FT.
FIRST FLOOR



SHEET 3 OF 3
54W-102

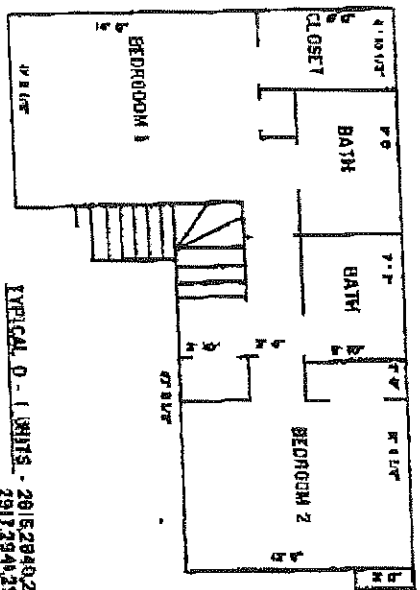
EXHIBIT B

HOLBORN

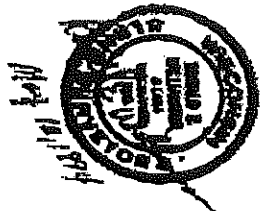
VILLAGETHIGH CROSSING

COYNE COUNTY PLAT
WILLIAMSON SURVEYING

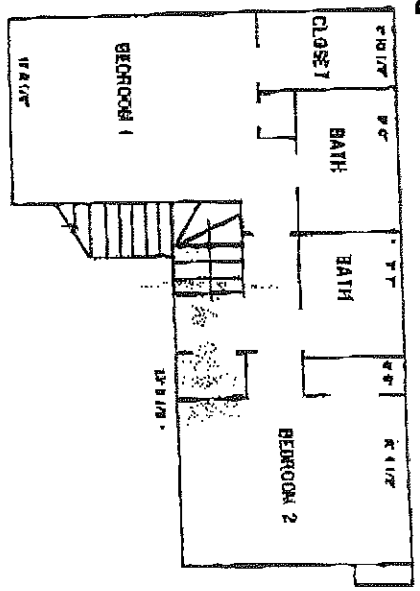
SECOND FLOOR 607 SQFT.



TYPICAL D - 1 (UNITS - 2815, 2848, 2862, 2890, 2917, 2944, 2959, 2987)

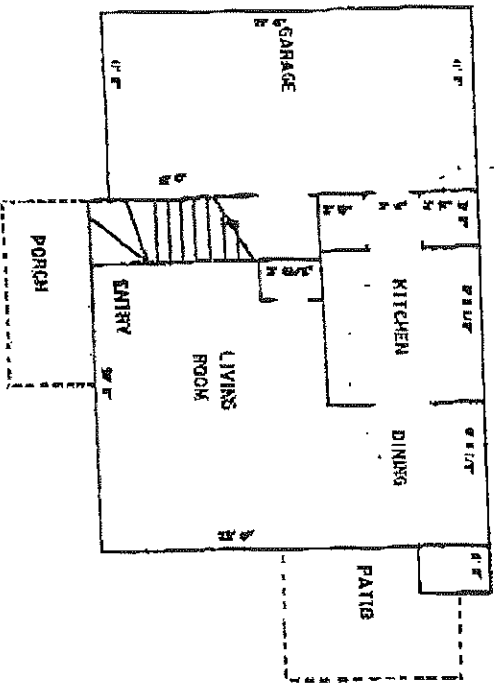


SECOND FLOOR 607 SQ. FT.

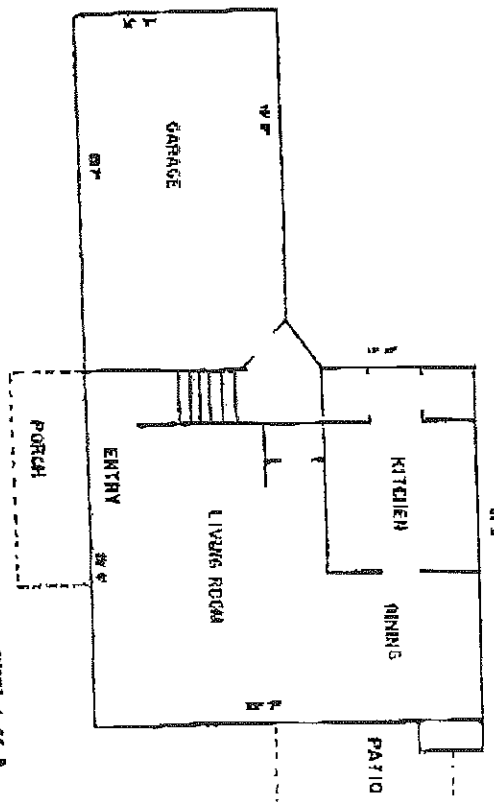


TYPICAL D - 2 (UNITS - 2814, 2834, 2872, 2884, 2921, 2938, 2972, 2991)

FIRST FLOOR 733 SQFT.



FIRST FLOOR 733 SQ. FT.



SHEET 4 OF 9
RAW - 101

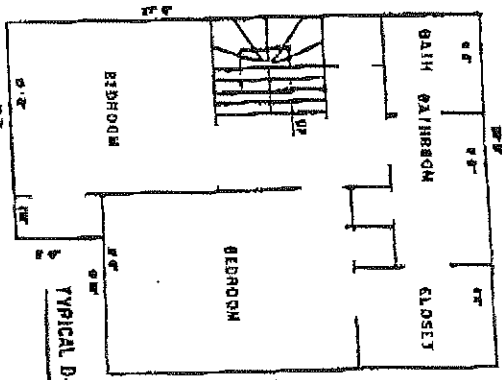
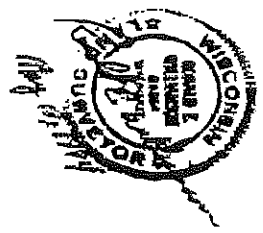
HOLBORN VILLAGE AT HIGH CROSSING

CONDOMINIUM PLAN - TANE COUNTY
WILLIAMSON SURVEYING

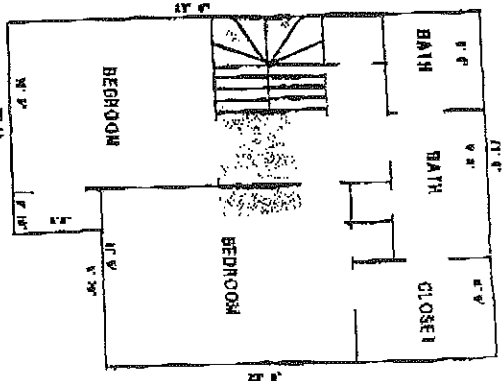
07330. FT.
SECOND FLOOR

074 SQ FT.
SECOND FLOOR

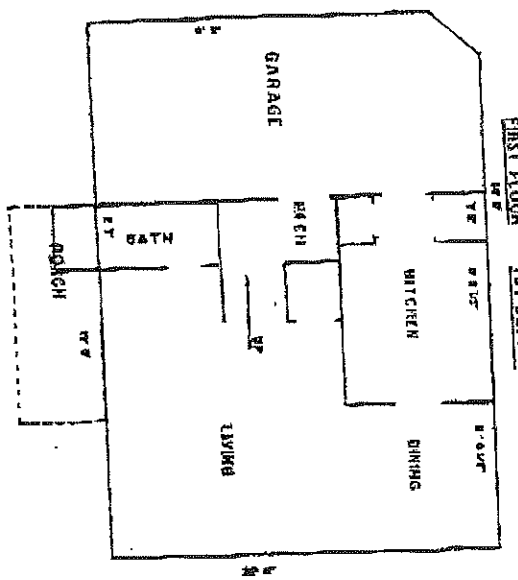
SCALE 1" = 8'



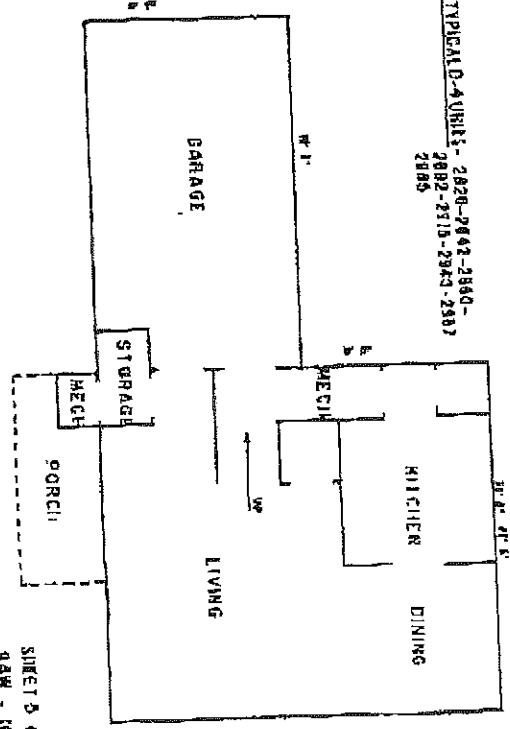
TYPICAL D-3 UNITS - 2818-2838-2870-2888-2937-2918-2971-2989



TYPICAL D-4 UNITS - 2828-2862-2860-2882-2918-2943-2957-2885



FIRST FLOOR 785 SQ. FT.



FIRST FLOOR 765 SQ. FT.

SHEET 5 OF 8
94W - 102



* 4 4 7 1 6 1 5 6 *

DANE COUNTY

REGISTER OF DEEDS

DOCUMENT #

4471615

10/02/2008

12:13PM

Exempt #:

Rec. Fee: 21.00

Pages: 6

RESOLUTION TO AMEND THE DECLARATION OF HOLBORN VILLAGE AT HIGH CROSSING, A CONDOMINIUM

See attached Resolution to amend the Declaration of Holborn Village at High Crossing, a condominium affecting real estate described as follows:

Units 2802 through 2999 (96 units), Holborn Village at High Crossing, a Condominium, located in the City of Madison, Dane County, Wisconsin together with an undivided interest in and to the common areas and facilities of the condominium, all in Holborn Village at High Crossing, A Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the declaration of condominium recorded in the office of the Register of Deeds for Dane County recorded on May 20, 1994, in Volume 27485 of Records, Page 28, as Document No. 2603006

Joseph Judd
Unit 111
2601 Old Camden Sq.
Madison, WI 53718

Name and Return Address

Parcel Nos Attached

PARCEL NUMBER

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

Director of Planning and Community & Economic Development
City of Madison

2 OCT 2008

Date

Drafted by:
Joseph Judd

6/21

Tax Parcel Nos.

60-0810-271-0501-5	60-0810-271-0502-3	60-0810-271-0504-9
60-0810-271-0505-7	60-0810-271-0506-5	60-0810-271-0510-6
60-0810-271-0511-4	60-0810-271-0512-2	60-0810-271-0513-0
60-0810-271-0514-8	60-0810-271-0515-6	60-0810-271-0516-4
60-0810-271-0517-2	60-0810-271-0518-0	60-0810-271-0601-3
60-0810-271-0602-1	60-0810-271-0603-9	60-0810-271-0604-7
60-0810-271-0605-5	60-0810-271-0606-3	60-0810-271-0609-7
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60-0810-271-0702-9	60-0810-271-0703-7	60-0810-271-0704-5
60-0810-271-0705-3	60-0810-271-0706-1	60-0810-271-0707-9
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60-0810-271-0509-9	60-0810-271-0503-1	60-0810-271-0908-3

**RESOLUTION OF HOLBORN VILLAGE AT HIGH CROSSING,
A CONDOMINIUM**

WHEREAS, the Unit Owners of the Holborn Village at High Crossing, a condominium, believe it is in the best interests of all of the Unit Owners of Holborn Village at High Crossing to be treated equally under the terms and conditions of the Declaration, Bylaws, and Rules and Regulations;

AND WHEREAS, ¶III(D) of the Declaration of the Holborn Village at High Crossing allows only twenty eight (28) Unit Owners to be able to rent their Units;

AND WHEREAS, the Unit Owners desire to amend ¶III(D) to end the unequal treatment of Unit Owners of Holborn Village at High Crossing and to allow all Unit Owners to be able to the rent their Units for residential use;

AND WHEREAS, Article X of the Declaration of Holborn Village at High Crossing provides that the Declaration may be amended with the two-thirds (2/3) written consent of the Unit Owners and their respective Mortgagees;

AND WHEREAS, Holborn Village, LLC represents approximately ninety (90%) percent of the Unit Owners of Units at Holborn Village at High Crossing, and Town Bank is the sole mortgagee of the Units owned by Holborn Village, LLC;

NOW, THEREFORE, HOLBORN VILLAGE, LLC, AND ITS MORTGAGEE, TOWN BANK, HEREBY CONSENT TO THE AMENDMENT OF THE DECLARATION OF HOLBORN VILLAGE AT HIGH CROSSING AS FOLLOWS:

1. The second paragraph of Paragraph II(D) of the Declaration of Holborn Village at High Crossing be deleted in its entirety.
2. A new second paragraph of Paragraph II(D) be adopted to provide:

Nothing contained herein shall preclude any Unit Owner from renting out his Unit subject to the restrictions, including, but not limited to, restrictions as to the placing of "For Rent" signs in, on, or about any Unit or any of the common Elements, as shall be contained in the Bylaws and Rules and Regulations, as they may from time to time be promulgated in accordance with the terms of the Bylaws.
3. This Resolution shall be recorded at the Dane County Register of Deeds Office within thirty (30) days of passage.

Dated this 22nd day of July, 2008.

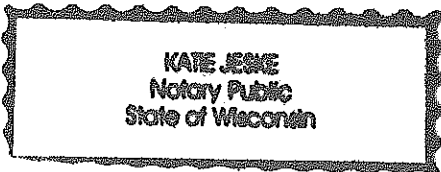
HOLBORN VILLAGE, LLC:

By: _____

Joseph A. Judd, A Member

STATE OF WISCONSIN)
)ss.
COUNTY OF Waukesha

Personally before me this 30th day of July, 2008 the above named Joseph A. Judd to me known to be the person who executed the foregoing instrument and acknowledge the same in the capacity and for the purposes therein intended.



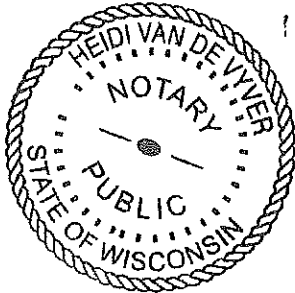
Kate Jesse
Notary Public, State of Wisconsin
My Commission is/expires 1/2/2011

! TOWN BANK:

By: [Signature]
MICHAEL FITZSIMMONS
VICE PRESIDENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA

Personally before me this 27 ^{August} day of July, 2008 the above named MICHAEL FITZSIMMONS to to me known to be the person who executed the foregoing instrument and acknowledge the same in the capacity and for the purposes therein intended.



[Signature]
Notary Public, State of Wisconsin
My Commission is/expires 1-29-12