

DANE COUNTY
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001852

Recording Area

Name and Return Address

Barb Simpson
7020 Old Sauk Road
Madison WI 53717

07081440802

Parcel Identification Number (PIN)

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21/51

**DECLARATION OF CONDOMINIUM
OF 7022-7020 OLD SAUK ROAD CONDOMINIUM
A SMALL CONDOMINIUM**

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THIS DECLARATION is made under and Pursuant to the Wisconsin Condominium Ownership act of the State of Wisconsin (hereafter "Act"), Chapter 703, Wisconsin Statutes, by Barbara J. Simpson and _____ (hereafter "Declarants"). This is a small condominium as defined in section 703.02(14)(m), Stats.

**ARTICLE I
STATEMENT OF PURPOSE**

The purpose of this Declaration is to subject the property hereinafter described and the improvements erected thereon (hereinafter collectively "Condominium") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein will be deemed to run with the land and will constitute benefits and burdens to the Declarants and to its successors in interest.

**ARTICLE II
DESCRIPTION, NAME, RESTRICTIONS AND DEFINITIONS**

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarants and is described on Exhibit A attached hereto.

2.2 Name and Address. The name of the Condominium is 7022-7020 Old Sauk Road Condominium. The Condominium consists of two (2) Units and has as its address the following and is located in Dane County, Wisconsin.

7020 Old Sauk Road, Madison, WI 53717
7022 Old Sauk Road, Madison WI 53717

2.3 Covenants, Conditions, Restrictions and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- A. General taxes and special assessments not yet due and payable.
- B. Easements and rights in favor of gas, electric, telephone, water, sewer and other utilities.
- C. All other easements, covenants, declarations and restrictions of record, including as shown on the Condominium Plat of 7022-7020 Old Sauk Road Condominium and Articles & Bylaws of 7022-7020 Old Sauk Road Condominium Association.
- D. All municipal, zoning and building ordinances.
- E. All other governmental laws and regulations applicable to the Condominium.

2.4 **Definitions.** Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

2.5 **General Description of Condominium.** The Condominium shall consist of two (2) condominium units (hereinafter "Units"), together with pedestrian walkways and land. A survey plan of the land and buildings is attached hereto as Exhibit "B" and incorporated herein by reference ("Condominium Plat"). The portioning, fixtures, attachments, and decorations within each Unit will be determined from time to time by the Unit Owners, subject to restrictions in this Declaration and in the rules and regulations adopted by the Association.

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ARTICLE III UNITS

3.1 **Definitions.** "Unit" shall mean a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed space located on one or more floors (or parts thereof) in a building, some of which spaces may be non-contiguous, as more particularly described herein and in the Condominium Plat.

3.2 **Boundaries Units.** A Unit in 7022-7020 Old Sauk Road Condominium shall include one or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom located within the boundaries described below (except as otherwise expressly provided herein):

A. **Units.** The exterior boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with and include the undecorated finished ceiling, floors and walls of the Unit. The foregoing boundaries extended to the intersection with each other shall constitute Units as shown on Exhibit B. It is intended that the surface of each plane described above (be it tiled, papered, paneled, painted, carpeted or otherwise covered) is included as part of each defined Unit. Included within the Unit shall be all windows and doors (including hardware) which provide direct access to or are within the Unit.

B. The Unit shall include any and all appliances and other fixtures contained within or serving each Unit, whether they are inside or outside the defined cubicle of air, including, without limitation:

- 1) Interior lights and light fixtures.
- 2) Cabinets
- 3) All floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them.
- 4) All plumbing fixtures, and the piping, valves and other connecting and controlling mechanisms and devices lying between the fixtures and water or sewage lines serving more than one Unit.
- 5) The heating, ventilating and air condition system, including the control mechanism, condensers and all connections thereto serving each Unit.

C. Specifically not included as part of a Unit are those structural electrical or mechanical systems of the Condominium serving more than one Unit, even if located within the Unit.

Any structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serves more than one Unit are Common Elements.

- 3.3 **Legal Description.** Units shall be identified by the number or other designation as specified on the Condominium Plat, which plat shall be recorded contemporaneously with this Declaration and shall be governed by Section 703.365 (4), Stats., for small condominiums. A copy of the Condominium Plat is attached hereto as Exhibit B.

ARTICLE IV COMMON ELEMENTS

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- 4.1 **Description.** The Condominium Common Elements are the following:
- A. The roof, the exterior surface of the Units, the siding and the common wall between Units 7020 and 7022.
 - B. The land upon which the building is located.
 - C. The sidewalk and pedestrian walkways.
- 4.2 **Ownership.** There shall be appurtenant to the Units an undivided 50% interest in the Common Elements for each Unit.

ARTICLE V LIMITED COMMON ELEMENTS

- 5.1 **Limited Common Elements.** The Limited Common Elements are as shown on the Condominium Plat. If any Unit Owners considers another Unit or Limited Common Elements to be in need of repair or maintenance, hereafter, the matter shall be resolved in accordance with the provisions of Article IX.

ARTICLE VI USE

- 6.1 **Units.** The Units, Limited Common Elements and Common Elements of the Condominium shall be used for residential occupancy purposes only, and shall not be used for any other purpose.
- 6.2 **Use and Conduct.** Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with the City of Madison General Ordinances, any other applicable municipal ordinances, and any other restrictions as contained in the Association's Articles & Bylaws, and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by the other Unit Owners. There shall be no storage of material and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium, create or otherwise constitute a material risk of harm to other Unit Owners, or constitute a nuisance.
- 6.3 **Enforcement.** Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Owner's Unit.

**ARTICLE VII
UNIT OWNER**

7.1 **Definition.** "Association" shall mean the 7022-7020 Old Sauk Road Condominium Association.

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7.2 **Duties and Obligations.** All Unit Owners shall be members of the Association and subject to its Articles of Association, Bylaws, and rules and regulations adopted by the Association for the use and management of the Condominium.

7.3 **Voting.** The Owner of each Unit shall be entitled to one (1) vote in the Association, subject, however, to suspension as provided herein. Even if a Unit is owned by than one (1) person, the Unit must cast its vote as a whole. No fractional voting will be allowed or considered. One who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest or other instrument providing constructive notice of such interest must be recorded in the Dane County Register of Deeds Office.

**ARTICLE VIII
INSURANCE**

8.1 **Property Insurance.** The Association shall obtain and maintain insurance for the Limited Common Elements and Common Elements on an "all risk basis" for an amount not less than the full replacement value of the insured property. The Association shall be named insured with Unit Owners and the Mortgagees of Units as additional insurers. For purpose of this provision and for the Declaration "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

8.2 **Liability Insurance.** The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable. The policies may, at the discretion of the Board of Directors of the Association, include standard coverage for the error and omissions of Association directors and officers. The Association shall be named insured with Unit Owners and the Mortgagees of Units as additional insured. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors. Unit Owner's public liability and any casualty insurance on its property shall also contain a provision that the Unit Owner's insurance carrier waive subrogation rights against the Association and any other co-insureds, which subrogation rights the Unit Owner hereby waives.

8.3 **Fidelity Insurance.** If the Board of Directors of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured.

8.4 **Administration.** Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursements

of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business with the State of Wisconsin.

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- 8.5 **Unit owner's Insurance.** Each Unit Owner shall maintain property insurance for the Owner's contents, additions and alterations contained within his, her, its or their Unit and an all-risk basis for an amount not less than the full replacement value of the insured property. For the purpose of this Subsection 8.5, "insured property" shall mean the Unit, additions and alterations made to the interior of a Unit by a Unit Owner as well as contents which each Unit Owner may elect to insure. The Unit Owner shall be named insured and the Association shall be named as an additional insured. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than One Hundred Thousand (\$100,000) Dollars per incident or such other limits as the board may, from time to time, prescribe. Unit Owners shall, upon request provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.
- 8.6 **Disbursement.** Insurance proceeds payable to the Association shall first be disbursed by the Association for the repair or restoration of the damaged Limited Common Elements and Common Elements. The Unit Owners and their Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the Condominium property, and the same can be legally accomplished under the City of Madison ordinances, or there is a surplus of insurance proceeds after the Common Elements and Limited Common Elements have been completely repaired or restored.
- 8.7 **Commencement.** All insurance required to be held by the Association by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE IX REPAIR OR RECONSTRUCTION

In the event the condominium is in need of replacement or repair or the Common area is damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of all the Unit Owners and their Mortgagees a contrary decision is made. Upon reconstruction, the Association may vary the design, plan, and specifications of the Condominium from that of the original; provided, however, the number of square feet for any Unit may not vary by more than five (5%) percent from the number of square feet for such Unit existing immediately prior to the damage or destruction (unless Unit Owners owning at least eighty (80%) percent of the Units agree otherwise), and provided, further, the location and floor plan of the building and Units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and Condominium Plat shall be recorded. In the event that the insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owner as provided herein.

**ARTICLE X
EMINENT DOMAIN**

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In the event of taking of all or any parties of the Common Elements under the power of current domain, the provisions of Section 703.19, Wisconsin Statutes, shall control, provided, however, the written consent of the least fifty-one (91%) percent of the first mortgages, calculated on a per Unit basis, shall also be required in order to partition the Condominium, and provided further if Common or Limited Common Elements are taken, the same shall be reconstructed by the Association of practical to do so.

**ARTICLE XI
COMMON EXPENSES**

11.1 Liability Unit Owner. Each Unit Owner (other than the Declarant) shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses "Common Expenses" shall be allocated among the Units equally, except that charges may be specifically allocated to particular Units by the Board or the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or factors affecting the deterioration or damage of or to Units, Common Elements, or Limited Common Elements as to which the Association has responsibility.

11.2 Date of Commencement of Annual Assessment. The annual assessment provided for herein shall commence on the date of conveyance of a Unit to an Owner who is not the Declarant. The initial annual assessment on any assessable Unit shall be prorated on a calendar year basis to the date of conveyance of the Unit, if appropriate, to an Owner who is not the Declarant.

11.3 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in subsection 11.6 below. Attachment, filing effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes.

11.4 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer or the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer.

11.3 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, for so long as the assessments remain unpaid. Such lien shall be subordinate to any first (1st) priority mortgage, as described in Section 706.09, Wisconsin Statutes. The lien shall secure payment of the assessment, interest and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Dane County Clerk of Court's office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit owner remains in possession of the Unit, he, she, it, or they shall pay the reasonable rental value of the Unit. The Association shall be entitled to this appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among or between Unit

Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

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11.6 Installment Payment. Except of items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly fee determined by a budget of Common Expenses prepared by the Board, which budget may include a reserve fund for extraordinary maintenance and replacement items. Special assessments for items not provided for in the budget shall be paid at such times or times, in a lump sum, or in such installments, as the board may determine.

11.7 Negligence of Owner. If due to the negligent or intentional act or omission of a Unit Owner, a member of his family or household pet, a guest or other authorized occupant or visitor of Such Unit Owner, damage shall be caused to the Common Elements or to a Unit, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and Bylaws of the Association.

11.8 Statutory Reserve Account. Pursuant to the authority granted to the Declarant under Section 703.163 (3)9c) of the Act, the Declarant hereby elects not to establish a statutory reserve account, as the term Statutory Reserve Account is defined in Section 703.163 (1)(b) of the Act. The Declarant is hereby authorized to execute and record a Statutory Reserve Account Statement. The Association, upon a later determination, may establish a Statutory reserve Account pursuant to the procedures set forth in Section 703.163 of the Act.

ARTICLE XII AMENDMENTS

Except as otherwise provided herein, the Declaration may only be amended with the written consent of both Unit Owners. No amendment to this Declaration shall be effective until an instrument containing the Amendment and state that the required consents or vote were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds as required by statutes.

ARTICLE XIII NOTICES

The person to receive service of process for the Condominium or the Association shall be Barbara J. Simpson at 7020 Old Sauk Road, Madison WI 53717 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

ARTICLE XIV REMEDIES

If any unit Owner fails to comply with the provisions of the Act, this Declaration, the Association Bylaws, or with any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Association or any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One-Hundred and no/100ths dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all

attorney's fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by Unit Owner in violation and may be assessed against such Owner's Unit. Individual unit Owners shall have similar rights of action, but not reimbursement against the Association.

**ARTICLE XI
ARBITRATION**

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Any dispute between the Unit Owners that cannot be resolved between them shall be submitted to arbitration. Each Unit Owner shall select an attorney and the two attorneys jointly shall select a person to arbitrate the dispute. The determination of the arbitrator shall be final and binding upon the Owners, their heirs, successors, personal representatives, agents, and assigns, and the cost of the arbitration shall be paid by the Association as a Common Expense.

**ARTICLE XVI
GENERAL**

16.1 Utilities. Each Unit Owner shall pay for his, her or its telephone, electrical, gas and other utility services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 16.1 hereof.

16.2 Encroachments. If any portion of the Unit, Limited Common Element or Common Element encroaches upon another, an easement for its encroachment and for its maintenance shall exist. In the event all or a portion of the Condominium is damaged or subsequently reconstructed, the Unit Owners shall allow encroachment on the Units, Limited Common Elements, or Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

16.3 Invalidity of a Provision. If any of the provisions of this Declaration or any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

16.4 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles & Bylaws of any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

16.3 Interference. Nothing shall be done either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the building by him, her, or him, his, her or its employees, agents, visitors and licensees not do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit Owners. Each Unit owner shall keep his, her or its Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows, yards, porches or patios thereof, any dirt or other substance. No vicious, loud, or threatening dogs shall be allowed on the property.

16.6 Garbage Collection. All outside areas shall be kept free from rubbish, debris, trash, and other unsightly materials, and said outside areas shall not be obstructed, littered, defaced, or misused in any manner, nor shall any fire hazards be allowed to exist.

No garbage cans, supplies, or other articles shall be placed outside of either of the Units, and they shall be kept within the units or the garages except that garbage cans may be placed in the street when being put out for pickup. No outdoor storage of any kind shall be allowed upon the property one Unit Owner without the prior written consent of the other Unit Owner.

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16.7 **Work.** Unit Owners shall not perform or allow to be performed any act or work which will impair the structural integrity or aesthetic appearance of the condominium or the safety of the property of the other Owner No tree shall be removed without prior consent of the Association.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of March, 2006.

DECLARANT

Barbara J. Simpson

STATE OF WISCONSIN)

)SS.

COUNTY OF DANE)

Barbara J. Simpson, personally came before me this 14th day of March, 2006, known to me to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes intended.

Subscribed and sworn to before me this 14th day of March, 2006.

Martha L. Prestegard

Martha L. Prestegard
Notary Public, Dane County, WI

My commission expires: 1/31/10

Barbara J. Simpson, has an interest in the property described in attached Exhibit A and hereby consents to the Declarations of Condominium.

Dated this 14th day of March, 2006.

Drafted by Barbara J. Simpson.

EXHIBIT A

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Legal Description for 7022-7020 Old Sauk Road:

Lot One Hundred Ten (110), Morningdale Addition to Wexford Village, located in the Northeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 14, Town 7 North, Range 8 East, City of Madison, Dane County Wisconsin, as recorded in Volume 51 page 23 Dane County Records.

7022-7020 OLD SAUK ROAD CONDOMINIUM

CITY OF MADISON, DANE COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

LOT 110, HORNINGDALE ADDITION TO WEXFORD VILLAGE, LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWN 7 NORTH, RANGE 8 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, AS RECORDED IN VOLUME 51 PAGE 23 DANE COUNTY RECORDS.

LANDS.

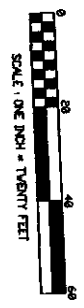
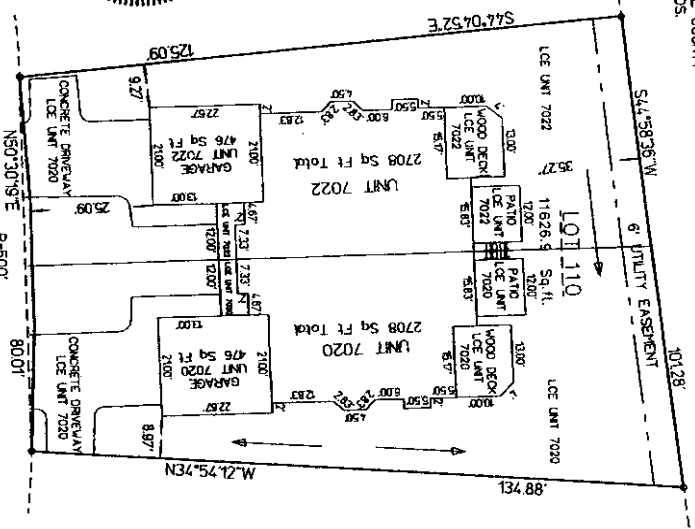
- 3/4" x 24" SOLID IRON ROD SET
- 1/2" LB. S.W.T. IRON PIPES
- SECTION CORNER FOUND
- X-X- VINE FENCE
- IRON STAKE FOUND
- IRON PIPE FOUND
- △ PAUL ROAD SPIKE PLACED
- () RECORDED AS



SURVEYOR'S CERTIFICATE

I, Anthony J. Valter, Registered Land Surveyor, certify that I have surveyed and mapped the condominium described and pictured hereon. I further certify that this plat is an accurate dimensional representation of the boundaries, buildings, improvements, utility, common elements and existing encroachments, if any.

Dated this 21st day of Feb 2006
 Anthony J. Valter
 Registered Land Surveyor, S-1957



BEARINGS REFERRED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2-4-6 RECORDED AS 5 87 6' 34" N.

LOT 112

NOTES:
 1. THE PLATS IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDS AND UNRECORDED.
 2. ALL STAIRS, PLANTERS, PATIOS AND DRIVEWAYS ARE UNITED COMMON ELEMENTS.
 3. ARROWS INDICATE THE DIRECTION OF DRAINAGE FLOWS IN VARIOUS COMPONENTS RESULTING FROM SITE GRADING AND THE CONSTRUCTION OF REQUIREABLE IMPROVEMENTS. THE DRAINAGE FLOW COMPONENTS IDENTIFIED IN EASEMENTS SHALL BE MAINTAINED AND PRESERVED BY THE PROPERTY OWNER.

SURVEYED FOR: SANDY GIBSON, 5968 OLD SAUK RD, MADISON WI 53717
 SURVEYED BY: VALTER SURVEYING, INC., 5964 LINDA COURT, MADISON, WISCONSIN 53766

RECEIVED FOR RECORD THIS ___ DAY OF ___ 2006,
 AT ___ O'CLOCK ___ M. IN VOLUME ___ OF CONDOMINIUM
 PLATS ON PAGES ___

Jane Light, Dane County Register of Deeds

Sheet 1 of 1

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

Authorized by: Ruth Simpson

BYLAWS OF 7022-7020 OLD SAUK ROAD CONDOMINIUM**A Small Condominium**

The following Bylaws apply to 7022-7020 Old Sauk Road Condominium, as created by a Declaration of Condominium recorded in the Office of the Register of Deeds for Dane County, Wisconsin. The Bylaws incorporate by reference the Declaration of Condominium, the Condominium Plat, and the Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The Bylaws are intended to provide the structure necessary to operate and maintain the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

SECTION I**NAME, FORM OF ADMINISTRATION, ADDRESS**

1. **Name.** The name of the Association created herein is 7022-7020 Old Sauk Road Condominium Association and is referred to herein as the Association.
2. **Form of Administration.** The Association is an unincorporated association. Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. The officers, retained by the Board of Directors, are responsible for implementation of the policy decisions of the Board and operate under its supervision and control.
3. **Registered Office.** The registered office of the Association and its principal office is 7020 Old Sauk Road, Madison WI 53713

SECTION II**NAME, MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS**

1. **Members.** All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such they are granted all rights and are subject to all obligations of membership as created herein. There are 2 Units in the Condominium.
 - (a) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.
 - (b) Upon written request addressed to the Association by the holder of any security interest in a Unit, the Association shall maintain the name and address of such

security holder on a roster of such holders and shall provide to such holder such notices regarding the Unit encumbered and the Condominium as such holder requests or the law requires.

2. **Annual Meeting.** The annual meeting of the Association shall be held on the first Saturday in November of each year at a time and place selected by the Board of Directors.

3. **Special Meetings.** Special meetings may be held at any time on the call of the President or on written request to the Association by owners of not less than twenty percent (20%) interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

4. **Notice of Meetings.** The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set *for* such meeting.

(a) **Content of Notice.** The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date and hour of the meeting and, where required, the purpose or question to be considered at the meeting.

(b) **Delivery of Notice.** The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage prepaid.

(c) **Failure to Receive Notice.** If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

(d) **Holders of Security Interests.** Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these Bylaws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record. Notice of proposed amendments to the Declaration shall be given.

(e) **Waiver of Notice.** The presence of any member, in person or by proxy, shall be deemed a waiver of notice as to such member unless such member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. Members may waive notice of any meeting in writing to the Secretary.

5. **Quorum.** The presence of a majority of Unit "votes, whether in person or by proxy, constitutes a quorum.

6. **Voting.** Voting is on the basis of Unit votes. Each Unit is entitled to cast one (1) indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the

Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event such persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit.

(a) Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than one hundred eighty (180) days after its date; however, a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions which shall be binding on the proxy holder.

(b) Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

(c) Suspension. Voting rights may be suspended by vote of the Association's Board of Directors in accordance with the Declaration and no person who is not on the Association's roster of Unit Owners may, vote unless such person holds a proxy from one who appears on the roster.

7. Unanimous Consent Without Meeting. Any action required or permitted by these Bylaws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

8. Adjournment. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

9. Order of Business. The order of business at all annual meetings is as follows:

- (a) Roll Call
- (b) Proof of Notice of Hearing
- (c) Proof of Quorum
- (d) Reading of Minutes of Preceding Annual Meeting
- (e) Report of Officers
- (f) Report of Committees
- (g) Election of Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Approval of Budget
- (k) Adjournment

The order of business at all special meetings is determined by the President.

10. **Reserved Rights.** Election of directors, amendment of the Bylaws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the members.

SECTION III BOARD OF DIRECTORS

1. **Number and Qualification.** The affairs of the Association are governed by a Board of Directors composed of two (2) directors.

2. **Election.** The directors shall be elected by Unit votes at the annual meeting of the Association; provided, however, that in the event the Association enters into a Management Agreement, then a third director shall be appointed by the Management Company. Each Unit has one (1) vote for each vacancy on the Board. Voting shall be on a cumulative basis, with all positions to be filled by a single balloting; those candidates running for the available Board positions need not receive a majority of the votes cast to be elected.

3. **Term of Office.** The term of office for each director is one (1) year. Directors hold office until their successors are elected and qualified.

4. **Vacancies.** Vacancies on the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each director so elected serves as a director until a successor is elected at the next annual meeting.

5. **Removal of Directors.** Directors may be removed for cause by a majority of the Unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

6. **Compensation.** No compensation shall be paid to directors for their services as officers or directors.

7. **Annual Meeting.** The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly elected directors in order to legally constitute such meeting, provided that a quorum of the directors is present.

8. **Regular Meetings.** Regular meetings of the board of Directors shall be held at least annually. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the directors.

9. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any one director. The time, place and manner of such meetings is determined by the President.

10. **Notice.** Notice of all meetings of the Board of Directors must be given to each director, personally, or by mail, at least ten (10) days prior to the, date of such meeting.

11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

12. **Unanimous Consent Without Meeting.** Any action required or permitted by either these Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the directors then in office.

13. **Quorum.** At all meetings of the Board of Directors, a majority of the directors constitutes a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is sent is the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

14. **Open Meetings.** Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

15. **Committees.** The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

16. **Powers and Duties.** The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies by the officers of the Board.

(a) Rules. The Board of Directors shall adopt rules for the regulation of the use and enjoyment of the Condominium.

(b) Delinquencies. The Board of Directors may set a delinquency charge, stated in terms of a percentage rate not to exceed one percent (1%) per month, on delinquent payments of regular or special assessments.

SECTION IV OFFICERS

1. Designation. The principal officers of the Association are a President, a Secretary, and a Treasurer, all of whom shall be directors of the Association. In the event that the Association enters into a Management Agreement, then there shall be one additional principal officer, this being an Assistant Secretary/Treasurer, who shall be an employee of the Management Company.

2. Election of Officers. The officers of the Association (except the Assistant Secretary/Treasurer who shall be appointed by the Management Company if one exists), shall be elected at the annual meeting of the Board of Directors.

3. Term. The officers of the Association hold office for a term of one (1) year.

4. Removal of Officers. Any elected officer may be removed, with or without cause, by a majority vote of the directors at any annual, regular or special meeting of the Board, notice of which in chides notice of the proposed removal.

5. Vacancies. A vacancy in any principal office shall be filled by the Board of Directors.

6. President. The President is the principal *officer* of the Association and presides at all meetings of the Association and of the Board of Directors and has all of the powers and duties set forth in these Bylaws or delegated by the Board of Directors.

7. Secretary. The Secretary supervises the taking, preparation and preservation of minutes of all meetings of the Board of Directors of the Association, causes all notices required by these Bylaws to be given, certifies, upon request, copies of the organizational and operational documents of the Condominium, as amended from time to time, and executes other certificates on behalf of the Association, and has other powers and duties as may be delegated in the Declaration, by these Bylaws, or by the Board of Directors.

8. Treasurer. The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, Bylaws and policies established by the Board of Directors, and has such other powers and duties as may be delegated by these Bylaws or by the Board of Directors.

9. Assistant Secretary/Treasurer. The Assistant Secretary/Treasurer performs all operational functions of the offices of Secretary and Treasurer under the supervision of such officers, serves as teller to count votes at Association meetings, and has such other powers and duties as may be delegated by the Board of Directors.

SECTION V ASSESSMENTS

1. Common Expenses. All expenditures for the operation, maintenance, repair and restoration of the Common Elements and for the operation of the Association are Common Expenses to be shared proportionately by the Unit Owners as set forth in the Declaration.

2. Regular Assessments. Regular assessments are those based upon the annual budget of the Condominium prepared by the Management Company if one is hired and in place, adopted by the Board of Directors and approved by the members.

(a) Budget. The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of the members valid to approve it before the beginning of the fiscal year.

(b) Assessments. Once the budget is adopted, each Unit shall pay its proportionate share and give notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of the month. Delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the date when due until paid.

3. Special Assessments. If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

4. Collection. The Association has all powers given by law, the Declaration or under these Bylaws to effect collection of the assessments hereunder.

SECTION VI ACCOUNTS, FINANCES

Accounts. The Association shall maintain such books and records and establish such financial accounts as required bylaw and as may be necessary to accurately reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners.

SECTION VII LIABILITY OF OFFICERS

1. Exculpation. No director or officer of the Association, in his capacity as director or officer rather than as a Unit Owner, is liable for the acts or defaults of any other director, officer or Unit Owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this Section exempts such director or officer from the liabilities and obligations of Unit Owners as provided by these Bylaws.

2. Indemnification. Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director or officer of the Association at the time of incurring or the imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such claim, action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

SECTION VIII ACCESS TO UNITS

The Association shall have access to each Unit for the purposes of maintenance, repair or replacement of any Common Elements accessible from such Unit or for the purposes of any maintenance, repairs or replacement necessary to prevent damage to either Common Elements or other Units. Such access shall be at reasonable times and upon no less than five (5) days actual notice to the Unit Owner; provided, however, that if, after diligent efforts over a period of fifteen (15) successive days, such actual notice cannot be given, then such actual notice shall be deemed given upon mailing of written notice to the last known address of the Unit Owner; and further provided, however, that in the event of an emergency situation whereby the safety and welfare of other Unit Owners is affected, or where additional damage to the Condominium property is imminent, then such access may be made without prior notice. For the purposes of effecting the foregoing, the Association shall be entitled to keep a master key for all Units.

SECTION IX FISCAL YEAR

The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of the same year.

**SECTION X
AMENDMENT**

Except as otherwise provided herein, these Bylaws may be amended from time to time by affirmative vote of sixty-seven percent (67%) of the Unit votes at a meeting duly called for that purpose. Any portion of these Bylaws that merely reflects or gives priority to the Declaration may not be amended unless the Declaration is similarly amended.

**SECTION XI
INTERPRETATION**

1. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.
2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.
3. Gender, Number. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context so requires.

CERTIFICATION

The undersigned, as the Declarant for 7022-7020 Old Sauk Condominium, hereby certifies that the foregoing constitutes the Bylaws of 7022-7020 Old Sauk Condominium Association as of this ____ day of _____, 2006.

STATE OF WISCONSIN)
)SS
COUNTY OF DANE)

Personally came before me this ____ day of _____ 2006, the above named Barbara J. Simpson, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same.

_____, Notary Public, State of Wisconsin
My Commission expires: _____.