NORTHBROOK VILLAGE

RULES AND REGULATIONS

In order to promote a pleasant and harmonious admosphere for all unit owners, the Declarant has established the following rules and regulations, which may be amended by the Association from time to time, pursuant to the provisions in the Association's By-Laws and/or the Condominium Declaration:

1. The greens and walkways in front of individual units and the entranceways to buildings in the project shall not be obstructed or used for any purpose other than ingress to and egress from the buildings. The same regulations shall apply to passageways, vestibules, stairways, corridors and halls in the project.

2. No owner shall make or permit any noises that will disturb or annoy the other occupants in the Condominium or otherwise interfere with the rights, comfort or convenience of the other owners.

3. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of the Association. Unit owners shall hang draperies in all windows of their units visible from the outside of the building, the liners or interior surfaces of which shall be off-white or beige in color, so that the buildings will present a uniform exterior appearance.

4. No bicycles, scooter, baby carriages, tricycles, carts or similar vehicles or toys, or other personal articles shall be allowed to stand in any of the common areas.

5. Children shall not play in the public passageways, stairways or parking lots. Children under six (6) years of age shall not be left unattended in any of the common areas.

6. Garbage and refuse shall be placed in containers or areas designated for same by the Association.

7. The Association may retain a passkey to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's agent. In case such consent is given, the unit owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises as provided in the condominium documents. Signs, advertisements, notices or other lettering exhibited outside of any individual unit shall be undertaken only with the prior written consent of the Association. The right is reserved, however, by the Declarant or his agent or agents, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied units.

8. Leasing of a unit by a unit owner is restricted by the Declaration. Regulations in respect to leasing to not apply to the Declarant. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's space.

Exhibit "C" to Northbrook Village
Condominium Declaration

9. No unit owner shall permit any use of his or her unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10. No unit owner or occupant of any condominium unit, or their guests or invitees shall permit, keep or harbor in the condominium any animals, birds, reptiles or insects, excepting small fish normally found in a home aquarium and domesticated caged birds, and excepting that each owner may, unless otherwise authorized by the Association, have not more than one (1) dog and one (1) cat, or two (2) cats, the weight of which shall not exceed twenty-five (25) pounds at full growth, and which shall be of such a nature and disposition so that its owner may carry the animal in all interior common areas (unless the prior written consent of the Association permitting a larger dog or cat is obtained). Whenever such dogs or cats are not in fact carried, they shall be under leash; and shall be under leash when walked or exercised on the condominium grounds. The unit owner shall immediately remove or cause to be removed from the premises his pet or the pet of any occupant of his or her unit, or their guests or invitees, when such animal emits excessive noise, such as in the case of dogs barking or howling, or the pet becomes a nuisance, as judged solely by the directors of the Association. Further, each unit owner shall be responsible for the cleaning and removal of any waste from his or her animal, or the animal of any occupant of his or her unit or their guests or invitees.

11. No radio or television antennas shall be installed on the exterior of any buildings, except with the prior written consent of the association.

12. All recreational vehicles, including but not limited to, trailers, campers, boats, boat trailers, and snowmobiles, may be parked only in areas (if any) specifically designated by the Association. Inoperative, immobile or junked cars and other vehicles may remain in the parking area for no longer than one week without the prior written consent of the Association.

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DECLARATION OF CONDOMINIUM OF NORTHBROOK VILLAGE CONDOMINIUMS

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DECLARATION OF CONDOMINIUM
OF

NORTHBROOK VILLAGE CONDOMINIUMS

Roy T. Haase (hereinafter called the "Declarant"), being the sole owner of the real estate situated in the City of Middleton, Dane County, Wisconsin, described as:

> Part of Lots 2 and 3 of Certified Survey No. 2407, recorded in Volume 9 of Certified Surveys on Page 299, Dane County Registry, City of Middleton, Dane County, Wisconsin, to-wit: Beginning at the Northwest corner of said Lot 3; thence S 54°05'17" E, 210.31 feet: thence S 05°55'27" E, 129.73 feet: thence S 84°04'33" W, 101.70 feet: thence N 09°33'40" E, 37.21 feet: thence N 77°57'20" W, 134.00 feet: thence N 12°02'40" E, 202.70 feet to the point of beginning. This parcel contains 35,146 square feet.

makes the following Declaration for purposes of submitting such real estate and the improvements thereon, or to be constructed thereon as described herein, to the provisions of the Condominium Ownership Act of the Wisconsin Statutes, as Phase 1, thereof.

ARTICLE I - DEFINITIONS

A. Name and Address.

The name by which this Condominium is to be identified is Northbrook Village, and it is located in the City of Middleton, Dane County, Wisconsin, at 7401 Century Place.

B. Definitions.

The following words and terms used herein shall have the same meaning, unless the context requires otherwise, as follows:

(a) "Unit" means a part of a 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 or enclosed spaces (including professional offices) located on one or more floors (or parts thereof) in a building. A unit may include two or more noncontiguous areas, together with a direct exit to a public street or highway or to a common area or limited common area leading to such street or highway. Each unit shall be bounded by the unfinished surfaces of its lower most floor, upper most ceiling and perimetric walls and shall include the finished surfaces (i.e. dry wall) in the unit. No unit may in any way be separated into tracts or parcels smaller than the whole unit as shown on Exhibit A, attached hereto and incorporated in full herein, by reference.

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

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

(d) "Association" means the Northbrook Village Condominium Owners' Association, an unincorporated association, of which all unit owners shall be members, and which association shall be governed by this Declaration, and by the Association By-laws which are attached hereto as Exhibit B, said Exhibit being incorporated in full herein by reference.

(e) "Common Elements" means the entire Condominium project except its individual units.

(f) "Common Expenses" and "Common Surpluses" means the expenses and surpluses of the Association, and in the case of expenses, being such sums as are lawfully assessed against unit owners by the Association, or declared such by this Declaration or by the Association By-laws. Surpluses shall mean the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

(g) "Building" means a structure containing two or more units or two or more structures, each containing one or more units and comprising a part of the property.

(h) "Property" means the air space, the land, the building or buildings, all improvements and structures thereon (or to be built thereon as described herein) all owned in fee simple absolute at the time of recording of this Declaration, and all easements, rights and appurtenances belonging thereto and all articles or personal property used in connection therewith, which are subject to this Declaration.

(i) "Condominium Instruments" means this Declaration, the plats and building plans of the property and units thereon, the By-laws of the Association, together with any attached Exhibits or Schedules.

(j) "Limited Common Elements" means those common elements identified in the Declaration or the Condominium Plat or building plans attached hereto as reserved for the exclusive use of a certain unit to the exclusion of the other units on the property.

(k) "Majority" or "Majority of Unit Owners" mean the condominium unit owners with more than 50% of the votes assigned in this Declaration to the units for voting purposes.

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

ARTICLE II - STATUTORY PROVISIONS

A. Description of Land.

The legal description of the real estate which is the subject of this Declaration is part of a larger parcel owned by Declarant and is described on Exhibit A, attached hereto and incorporated herein by reference.

B. Description of Buildings.

The Declarant currently plans, but shall not be required, to construct a total of 50 residential and 38 commercial units in one or more phases, which may be made a part of Northbrook Village Condominiums on the several parcels of real estate which are described herein. Some or all of said buildings will contain commercial space for such uses as are permitted by the City of Middleton zoning ordinances, including, but not limited to, professional and general office space. All of said commercial spaces shall also constitute "units" as defined in this Declaration. The legal description of each lot involved, the probable building size as to number of residential and commercial units, is further described on Exhibit A, attached hereto and incorporated herein by reference.

As of the date hereof, Declarant has constructed a building, containing eight (8) residential units together with six (6) units of commercial space therein at 7401 Century Place, located on the portions of Lots 2 and 3, Certified Survey Map 2407, as recorded in Volume 9 of Certified Surveys, Page 209, Document No. 1519076, Dane County, Wisconsin Registry, described on Page 1 hereof as Phase 1. Declarant presently contemplates constructing the additional units on the other lots which are subject to this Declaration, in one or more phases. At the time of each additional construction phase, if any, this Declaration shall be amended to declare such additional real estate and the improvements thereon as the Declarant sees fit, to be a part of the condominium project and subject to the provisions of the Condominium Ownership

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Act of the Wisconsin Statutes. Construction and annexation of any additional phases must be completed on or before 10 years from the effective date of this Declaration. Nothing herein shall be construed however, as an obligation on Declarant to construct additional buildings in additional phases, or to place such additional phases or any additional lands under the condominium created hereby; or as a prohibition against Declarant placing any additional phases or lands under a completely different condominium regime. Nor shall Declarant be prohibited or restricted in any way from selling any or all of the other real estate parcels which are described herein as possible future phases of an expandable condominium; it being the intent of Declarant that no lands other than the portions of Lots 2 and 3 of Certified Survey Map No. 2407, Dane County Registry Document No. 1519076 described herein as Phase I shall be subject hereto until expressly made so via separate written amendment to this Declaration and filed with the Dane County Register of Deeds by Declarant herein or any successor in interest to Declarant herein.

The units of the Condominium are more particularly described on Exhibit A attached hereto and incorporated herein by reference. The Declarant reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units so long as the Declarant owns the unit so altered. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Article II-I. of this Declaration. If more than one unit is altered, the Declarant shall appropriately reapportion the shares in the common elements which are allocated to the altered units. Further, at the time of any additional construction phase or phases requiring amendment of this Declaration, such amendment shall be fully effective when signed by the Declarant herein, or his successor, notwithstanding the

provisions for amendment contained in Article II-I. hereof.

C. Description of Common Elements.

The common elements and facilities shall consist of all property mentioned in this Declaration except the individual units as herein defined, and shall include the land, corridors, halls, stairways, entrances and exits, lobbies, chutes, unassigned areas, roof, pipes, floors and ceilings (other than the interior surface thereof located within the units) perimeter walls of units, (other than the interior dry wall thereof located within the units) structural parts of the building, outside walks and driveways, parking areas (except those designated as limited common areas) landscaping, recreational facilities, ducts, electrical wiring and conduits, central heating systems, if any, central air conditioning systems, if any, and public utility lines not serving one unit only, and all other portions of the property except the individual units. Structural columns located within the boundaries of a unit shall be part of the common areas and facilities. The Declarant reserves the right to construct common facilities on existing or hereafter existing, unimproved common areas.

D. Description of and limitation as to the Limited Common Elements and Facilities.

The patio or balcony, as the case may be, adjoining a unit, shall be a limited common area reserved for the use of the unit immediately adjoining such patio or balcony, to the exclusion of all other units in the building. The Association of unit owners shall have the right to designate one parking stall and one storage area (if such are constructed) as a limited common area reserved for the use of any given unit to the exclusion of all other units. As to any parking stalls or storage areas in excess of one per unit, the Association shall have the right to rent such areas to unit owners.

E. Percentage of Undivided Interest and Votes.

The percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner shall be the same percentage. Therefore, each unit and its owner shall have a fractional interest in the common areas and facilities (which may vary from time to time as additional phases of construction are completed), the numerator of which shall be the number of units owned and the denominator of which shall be the total number of units completed and declared a part of the Northbrook Village Condominiums. After all development of the real estate described herein is completed, the minimum interest an owner of one unit may have in the common areas and facilities will be a one-eighty-eighth (1/88) interest. The maximum interest an owner of one unit may have in the common areas and facilities will be a one-fourteenth (1/14) interest. The owner of each unit shall be entitled to one vote. Once all development on all phases is completed, the unit owner's percentage of undivided interest in the common areas and facilities shall be permanent and may be changed only with the written consent of all the unit owners and their mortgagees. The percentage interests in the common areas may not be separated from the units to which they pertain.

only 3 phases done

Does this apply?

I think no since all phases were not completed and we are increasing not decreasing interest.

F. Use.

The buildings and each of the units are intended for and are restricted exclusively to residential use (except that the ground level units in each of the buildings may be used for any commercial purposes permitted by the ordinances of the City of Middleton, including, but not limited to professional and general office space).

G. Service of Process.

The person to receive service of process shall be Roy T. Haase, whose place of business in Dane County is 3215 Arbordale Court, Madison, Wisconsin 53713. A successor or successors may be designated by amendment to this Declaration drafted in the manner provided in Article II.-I. hereof.

H. Damage or Destruction.

In the event any part of the property is damaged or destroyed:

(1) If the damage is only to those parts of a unit which the unit owner has the responsibility to maintain, as described herein, the unit owner shall be responsible for the repair. Otherwise, the duty, authority and responsibility to repair, reconstruct or rebuild belongs solely to the Association of unit owners as to the property subject to the condominium regime and covered by insurance provided by the Association as set forth in Article VIII.

(2) Immediately after a casualty causes damage or destruction to any part of the property for which the Association of unit owners has the responsibility to maintain, the Association shall obtain reliable estimates of the cost of restoring all damage to property to a condition equivalent to that which existed before the casualty. If the insurance proceeds shall be sufficient to defray 80% of the estimated costs of reconstruction and repair of the common areas, then the Association shall promptly proceed to complete such reconstruction and repair. If the insurance proceeds are not sufficient to defray 80% of these estimated costs of reconstruction and repair, the Board of Directors shall, within 60 days of the casualty, call a meeting of the Association of unit owners. At this meeting, an affirmative vote of at least 75% of the unit owners to repair, reconstruct or rebuild shall be necessary. In the event of such repair, reconstruction or rebuilding, the amounts not covered by insurance proceeds shall be assessed as common expenses. If, within 90 days of the date of the damage or destruction to the property it is not determined by the Association of unit owners to repair, reconstruct or rebuild, any unit owner whose unit has been directly affected by the casualty shall have the right to bring an action for partition as if the individual units were owned in common and in which event the net proceeds of sale, together with the net proceeds of the insurance policy or policies, shall be divided among all the unit owners in proportion to their respective common interests, provided, however, that no payment shall be made to a unit owner until there has first been paid out of his or her share of such funds all liens on his or her unit, in the order of priority of such liens.

(3) Notwithstanding anything herein contained to the contrary, a vote of the unit owners to restore all damaged property shall not be required if the damage estimate is less than $20,000.00 .

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I. Amendments.

Except as elsewhere herein provided, amendment of this Declaration may be undertaken by the written consent of the owners of at least 75% of the units, following the initial sale of all eight (8) residential and six (6) commercial units by Declarant. Prior to such time the consent in writing of the Declarant, his successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Further, any amendment affecting the security rights of any first mortgagee must be approved in writing by each such affected first mortgagee before such amendment shall be effective.

ARTICLE III - POWERS OF DECLARANT AND OF ASSOCIATION OF UNIT OWNERS

A. Original Power.

Until 10 years after the date hereof, or until thirty (30) days after the conveyance of 75% of the common element interests in all present or planned phases of the development, as further recited herein, whichever shall first occur (or prior thereto, at the option of the Declarant, if he indicates his waiver of such right in writing to the Association of Unit Owners) the Declarant reserves all right to manage the affairs of the condominium and to make all decisions of the Association of Unit Owners via voting control of the Association Board of Directors. During this period, the Declarant, via the Association Board of Directors shall have the full and exclusive right to take all action on behalf of the Association, including, but not limited to, the right to enter into leases of units and to make contracts and agreements on behalf of the Association for the maintenance, operation and management of the property, the determination, levy and collection of assessments, and the enactment and enforcement of regulations for the use of the property. Any contracts or agreements entered into by the Declarant on behalf of the Associa-

tion shall not extend for a period exceeding one year, although such contracts may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Further, all such contracts shall be subject to the provisions of Section 703.35, Wis. Stats. (1977).

All powers and duties granted and reserved to the Declarant by this Declaration shall pass to the Declarant's successors and assigns.

Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests to purchasers, Declarant shall cause the Association to hold a meeting, and the unit owners, other than the Declarant, shall be entitled to elect at least 25% of the members of the Board of Directors of the Association. Thereafter, such representation by the unit owners other than the Declarant shall be increased to at least 33 1/3% of the members of the Board of Directors of the Association, prior to the conveyance of 50% of the common element interests to purchasers of individual units.

B. Subsequent Consent.

After the period described above, the Association of unit Owners shall have the power and authority to operate and manage the condominium; provided, however, that it shall not approve any amendment to this Declaration without giving notice of the proposed Amendment to the Declarant, so long as Declarant owns any unit in the project, or any of the real estate described in Exhibit A, attached hereto, concerning the expandable nature of this condominium.

C. Amendment of Declaration by Sole Action of Declarant.

An amendment to this Declaration reflecting alteration of unit plans by Declarant or adding additional phases to the condo-

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minium project, or for which approval of others is not required, need only be signed and acknowledged by the Declarant.

ARTICLE IV - EASEMENTS

Easements are reserved over, through and underneath the common elements for ingress and egress and present and future utility services including, but not limited, to easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, street lights, parking and driveway easements for all adjacent real estate and buildings to be built thereon in the event of expansion of the condominium as contemplated and described herein, and whether said easements are shown on Exhibit A or not. Easements for such utility services and other purposes are reserved to the Declarant, unit owners and occupants of buildings and improvements, to their respective guests and invitees, all without limitation, and whether shown on Exhibit A or not. In particular, easements for ingress and egress are reserved to the Association in, over and underneath units, their ceilings, floors and walls, for the purpose of making repairs to the common elements and limited common elements. All easements and rights described and set forth herein are easements and rights appurtenant to and running with the real estate perpetually, and shall at all times inure to the benefit of and shall be binding upon the undersigned Declarant, his successors and assigns, and any owner, purchaser, mortgagee or other persons having an interest in the real estate described herein, or any part or portion thereof.

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ARTICLE V - USE RESTRICTIONS

A. Occupancy and Signs.

No part of the property shall be used for other than housing and related purposes, and for the commercial purposes described herein, insofar as the commercial space in buildings having such commercial space is concerned. Each unit shall be used as a residence, or for commercial purposes as permitted herein, and for no other purpose. Any sale, rental, advertising, directory or other displays for signs shall be maintained on any part of the property only as authorized in writing by the Association. The Declarant may, however, place such signs on any unsold or unoccupied units and on any part of the common areas and facilities and may use any unsold unit or units for sale or display purposes. Any mortgagee who becomes the owner of any unit may also place such signs on any unit so owned by the mortgagee.

B. Nuisances.

No nuisances which interfere with the peaceful possession of other unit owners, whether residential or commercial, shall be allowed upon the property; and any unit owner or the Association shall have the right to enforce this or any other use restriction herein.

C. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the property.

D. Insurance.

Nothing shall be done on the property which will increase the rate of insurance on the property or result in cancellation of insurance without the prior written consent of the Association.

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E. Safety.

No unit owner may undertake any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining the unanimous consent of all other unit owners.

F. Leasing.

Owners of residential or commercial units shall have the right to lease same for terms not to exceed one (1) year for residential units and not to exceed three (3) years for commercial units. All tenants shall be subject to the provisions of the Declaration, the Owner's Association By-Laws, and the Rules and Regulations of the Northbrook Village Condominiums as same may be amended from time to time. The Association shall also have the right to establish guidelines for the prior approval of prospective tenants, which approval shall thereafter be required prior to the leasing of a unit in the condominium. No such guidelines shall be established however, without the written consent of Declarant or his successors or assigns until after the initial sale of all eight (8) residential and all six (6) commercial units by Declarant.

G. Regulations.

Regulations concerning use of the condominium property may be promulgated by the Association provided that copies of such regulations are furnished to each unit owner prior to the time the regulations become effective. The initial regulations which are effective until amended by the Association are attached hereto as Exhibit C and made a part hereof. Any amendments thereto shall be recorded in the office of the Register of Deeds for Dane County, Wisconsin, as such are adopted from time to time. No such regulations shall impair or limit the rights of mortgagees, or the Declarant and his successors and assigns.

H. Reservation in Declarant.

Until the Developer has completed all of the contemplated improvements and closed the sales of all units, whether residential or commercial units, neither the unit owners, nor the Association, nor their use of the condominium property shall interfere with the completion of the contemplated improvements and the Declarant's sale of the units. The reasonable use hereby reserved to the Declarant shall include, but is not limited to, the reasonable use of the unsold units and common areas as may facilitate such completion and sale, involving use of the roadways for construction vehicles, maintenance of a sales office, the showing of the property, display of signs, and the right to store construction materials for the improvements for later phases. Such use, however, shall not unreasonably interfere with unit owners' access to their units and access to and use of common facilities. This reservation of use in Declarant shall be available to Declarant and his assignees, and shall be applicable to all real estate described herein, for the entire expandable condominium project as described herein, for any present or future phase or phases.

ARTICLE VI - ALTERATIONS AND IMPROVEMENTS

A. General.

Neither a unit owner nor the Association shall undertake any work that would jeopardize the safety or soundness of the property, reduce the value of the property, or impair any easement or hereditament, without first obtaining the unnanimous consent of all unit owners.

B. Common Elements.

The maintenance and operation of the common elements and the maintenance of the limited common areas shall be the responsibility of Association, and shall constitute a common expense. Except as elsewhere reserved to the Declarant, after the completion of the improvements, including the common elements contemplated by this Declaration, neither a unit owner nor the Association shall make any alteration in the portions of a unit or building that are to be maintained by the Association or in any other common element, or remove any portion of such, or make any additions to them, without first obtaining approval in writing of owners of not less than seventy-five percent (75%) of the common elements. If such alteration or improvement is exclusively or substantially for the benefit of a certain unit owner or certain owners requesting same, then in such event the requesting unit owner or owners may bear the cost directly or they may be assessed therefore in such proportions as they approve jointly; and failing such approval, in such proportions as with any other common cost. A copy of the plans for any such alteration, addition or other work prepared by an architect licensed to practice in this state, shall be filed with the Association prior to the start of the work. There shall be no change in the shares and rights of a unit owner in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvement.

C. Additional Construction.

Additional units or additional common elements shall not be constructed on Phase I land as described herein, without the prior approval in writing of the owners of not less than seventy-five percent (75%) of the units in said Phase I.

ARTICLE VII

MAINTENANCE, OPERATING & CONTRACTUAL COSTS

A. Association Duties.

The Association shall, at its own cost and expense, repair, replace, and maintain:

1. All common elements and limited common elements, including, for illustrative purposes only, but not limited to, exterior painting or staining, recreational area maintenance, boundary walls of apartments and commercial space, floor and ceiling slabs, load-bearing columns and load-bearing walls, carpet, decorative wall covering and paint in common areas, planting, sod, sprinklers and smoke detectors, if any, and light fixtures.

2. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of an apartment to be maintained by the Association; and all such facilities contained within any unit which services part or parts of the condominium building within which contained, and excluding equipment which is used in servicing only one unit.

3. All incidental damage caused to a residential or commercial unit by any such work shall be promptly repaired at the expense of the Association, but excluding damage for repairs made which are the duty of the unit owner hereunder.

B. Association Payments.

The Association shall pay for:

1. Utility service charges and advance deposits for common elements of the Association, including, for illustrative purposes only, but not limited to, water, gas and electricity for common elements.

2. All wages of the Association's employees.

3. All applicable taxes such as Social Security taxes, employer's taxes, and sales taxes, except real estate or other taxes levied on individual units.

4. Insurance in accordance with Article VIII of this Declaration.

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5. Management fees of managers of the Association employed by the Board of Directors of the Association by written contract.

6. All other expenses necessary to manage and operate the common elements of the Association.

C. Unit Owner's Duties and Payments.

Each unit owner, at his/her own expense, shall pay for, repair, replace or maintain:

1. All monthly maintenance fees and special assessments made by the Association against his/her unit and his/her percentage of the common areas.

2. All real property taxes, personal property taxes, and any special assessments made by Dane County, the City of Middleton, and any other governmental authority against his/her unit and his/her percentage of the common areas.

3. All equipment and improvements within the boundary of his/her unit, including, for illustrative purposes only, but not limited to, plumbing fixtures, electrical plugs and switches, air conditioning equipment, including such equipment that may be located in or on common and/or limited common elements, which services only one given unit, the windows, the glass sliding doors, and entrance doors, kitchen appliances, paint or decorative material and dry wall on interior walls, and hardware, and all interior non-load-bearing partitions.

4. Insurance costs for his/her personal property and liability for his/her unit.

5. Cable television charges as desired by each owner.

Each unit owner shall further undertake and agree not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which his/her unit is located; and to promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

ARTICLE VIII - INSURANCE

A. Authority to Purchase; Named Insured.

Insurance policies upon the condominium property in the coverages described in subparagraph B. of this Article, shall

be purchased by the Association in the name of the Association as Trustee for each of the unit owners in the percentages established in this Declaration, and the mortgagees of unit owners, as their respective interests may appear. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of individual unit owners. To the extent feasible, coverages shall be placed in a single company, as determined by the Board of Directors of the Association. All policies and their endorsements shall be deposited with the Association. Unit owners shall be responsible for obtaining coverage at their own expense upon all equipment, personalty, and improvements within the boundaries of their respective units, and which is the unit owner's responsibility hereunder, to maintain, repair or replace.

B. Coverage.

All buildings which are insurable improvements within the condominium shall be insured against loss by fire or extended coverage perils for not less than full replacement value of the property insured; and all personal property included in the common elements shall be insured for its full replacement value, all as determined by the Board of Directors of the Association. In addition, the Association shall pay for and keep in force the following kinds of insurance:

1. Public liability, auto and non-auto insurance, in such amounts and with such coverage as the Association shall determine, with minimum limits of $500,000.00 for bodily injury or death of one person, and $1,000,000.00 for bodily injury or death for more than one person in any one incident, and $100,000.00 for property damage.

2. Workmen's compensation insurance, in amounts necessary to meet the requirements of Wisconsin law.

3. Such other insurance, as the Association shall determine from time to time to be desirable and/or required by Wisconsin law in Chapter 703 of the Wisconsin Statutes, as such may be amended from time to time.

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C. Premiums.

Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the unit owners as a proportionate share of the monthly maintenance fee as shown in Exhibit D .

D. Allocation of Proceeds.

1. Common Elements.

An undivided share of procceds on account of damage to common elements shall be allocated to each unit owner, each share being the same as the undivided share of the common elements appurtenant to his/her unit.

2. Units.

Proceeds on account of damage to units shall be held by the Association, as Trustee, as follows:

a. when the damage is the responsibility of the unit owner to repair or reconstruct, for the owner of the damaged unit;

b. when the damage is the responsibility of the Association to repair or reconstruct and the Association decides to repair or reconstruct, for the owners of the damaged units in proportion to their share of the cost of repair or reconstruction as determined by the Association.

c. when the damage is the responsibility of the Association to repair or reconstruct and the Association determines not to repair or reconstruct, for the owners of all units in proportion to their shares in the common elements.

3. Mortgages.

If a mortgagee endorsement has been issued for a unit, the share of the unit owner shall be held for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt, any insurance proceeds, except distribution of such proceeds made to the unit owner and mortgagee pursuant to other provisions of this Declaration.

E. Distribution of Proceeds.

The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, to receive, as Trustee, all payments from the insurance policies so purchased, and to execute and deliver releases upon the payment of claims. Proceeds so received shall be distributed to or for the benefit of the unit owners and their mortgagees in the following order:

1. Expense of the Association.

All reasonable expenses of the Association in obtaining said proceeds shall be paid first, or provisions made for such payments.

2. Repair or Reconstruction by Unit Owners.

The portion of insurance proceeds representing the damages, for repair or reconstruction which is the responsibility of the unit owners, shall be paid by the Association to the unit owners, and their mortgagees, remittances to the unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. Repair or Reconstruction by Association.

If the damage for which the proceeds are paid is the responsibility of the Association to repair or reconstruct, and the Association determines to repair or reconstruct, the remaining proceeds shall be paid by the Association to the suppliers and contractors to defray the cost of such repair or reconstruction, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to all unit owners and their mortgagees in proportion to their share of the common elements, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit, and may be enforced by such mortgagee.

4. Failure of Association to Repair or Reconstruct.

If the damage for which the proceeds are paid is the responsibility of the Association to repair or reconstruct and the Association determines not to repair or reconstruct, the remaining proceeds shall be distributed to all unit owners and their mortgagees in proportion to their share of the common elements. Remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit, and it may be enforced by such mortgagee.

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F. Management Company as Agent.

The Association shall have power to delegate its appointment as agent for each unit owner and for each owner of a mortgage or other lien upon a unit, for the purpose of adjusting or compromising and settling all claims arising out of insurance policies purchased by the Association.

G. Inadequacy of Insurance Proceeds

If the Association determines to repair or reconstruct, as provided elsewhere herein, all costs of the repair or reconstruction in exess of available insurance proceeds shall be a common expense.

ARTICLE IX - ASSESSMENTS

The making and collection of assessments against unit owners and units for common expenses shall be pursuant to the By-Laws and subject also to the following provisions:

A. Share of Units.

Each unit owner and each unit shall be liable and shall pay to the Association an equal share of the common expenses. Each unit owner and unit shall have an equal share in the common surplus, such shares being the same proportion as the owner's liability for the common expenses. The monthly maintenance fee for the first year shall be as set forth in Exhibit D___. Thereafter, it shall be computed in the manner set forth in the By-Laws.

B. Interest on Unpaid Assessments

Assessments and installments thereof paid on or before thirty (30) days after the due-date shall not bear interest. All sums not paid on or before thirty (30) days after the due-date shall bear interest at the rate of ten percent (10%) per

annum, computed from the date when due until paid. All payments on account shall be applied first to interest and then to the unpaid assessments, based upon chronological due-date; with the oldest assessments to be retired first from such payments.

C. Assessments Against the Declarant.

Until the Declarant's control is terminated as set forth in Article III. A, the Declarant shall pay the monthly maintenance fee only on those of his units which are leased to tenants; provided, that if the total monthly maintenance fees paid by unit owners and by the Declarant do not cover the total common expenses of Northbrook Village Condominiums, the Declarant shall then pay the monthly maintenance fee on all units owned by him. Until January 1, 1980, a reserve for deferred maintenance and a reserve for replacement will not be included in the budget. Thereafter, an adequate reserve for deferred maintenance and a reserve for replacement shall be included in the budget.

D. Lien for Non-payment of Assessments.

The Association shall have a lien (from the date an assessment is made) upon any unit for any assessments made against that unit which remain unpaid. Said lien shall secure payment of the assessment, interest thereon, and costs of collection (including reasonable attorneys' fees). The lien may be filed in the Land Records of the Clerk of Circuit Court for Dane County, Wisconsin, by an instrument executed by the Association. The lien may be foreclosed by the Association, or any other person specified in the By-Laws, in the same manner and subject to the same requirements as a foreclosure of mortgages on real property in the State of Wisconsin. Liability hereunder shall

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not terminate upon transfer of ownership, or abandonment of occupancy by the unit owner. When any lien is foreclosed, if the unit owner remains in possession of a unit, he/she shall pay a reasonable rental value of the unit, and the Association shall be entitled to the appointment of a receiver for the unit. All assessments shall be paid without offset or deduction. No unit owner may withhold payment of assessment or any part of it because of any dispute which may exist among a unit owner, the Association, the Declarant, or any of them, and the unit owner shall pay all assessments pending resolution of any dispute.

E. Payment of Assessment.

Assessments shall be paid monthly, in advance, in the form of a monthly maintenance fee determined by budget, common expenses approved by the Association, which budget shall, after January 1, 1980, include a reserve for a deferred maintenance and a reserve for replacement. Special assessments for items not provided for in the budget shall be paid at such time or times in a lump sum, or in such installments, as the Association may determine.

ARTICLE X - COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium and its Exhibits, and Rules and Regulations adopted pursuant to said documents, and as they may be amended from time to time. Failure of a unit owner to comply with such documents and

regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Ownership Act:

A. Notice to First Mortgagee.

Any first mortgagee of record may request written notification from the Association of any default by a mortgagor which is not cured within thirty (30) days. If the Association receives such a written request, it shall provide the mortgagor with such notice within five (5) business days after the default has existed for a period of thirty (30) days.

B. Negligence.

A unit owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her guests, employees, agents, leasees, or invitees, but only to the extent that such expense is not deferred by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements by the unit owner, or others who have been permitted to use the unit by the said owner.

C. Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of this Declaration, By-Laws, or the regulations adopted pursuant to them, and as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court and/or provided by Chapter 703 of the Wisconsin Statutes.

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D. No Waiver of Rights.

Failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Ownership Act, this Declaration, the By-Laws of the Association, or the Rules and Regulations, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XI - NOTICES

Notices required to be given to the Declarant, the Association, the Board of Directors, or any unit owner, may be delivered either personally or by mail, certified mail or registered mail, with return receipt requested.

ARTICLE XII - MISCELLANEOUS PROVISIONS

A. Encroachments.

The owners of the respective units agree that if any portion of a unit or common elements or limited common elements encroaches upon another, a valid easement for the encroachment and the maintenance of same, as long as the building stands, shall and does exist. In the event a condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the condominium units agree that encroachments on parts of the common elements, limited common elements, or units, all as described herein, due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the building stands.

B. No Exemption from Common Expenses.

No owner of a condominium unit may exempt himself or herself from liability for his/her contribution toward the common expenses (including contributions for any reserve funds created pursuant hereto) by waiver of the use and enjoyment of any of the common elements or any recreational facilities, or by the abandonment of his/her unit.

C. Construction.

All provisions of this Declaration and the Exhibits attached hereto, and amendments of either, shall be construed to be covenants running with the land, and every part thereof, and all interest therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property, or any part thereof, or of any interest therein, and his/her heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration and Exhibits annexed hereto, and amendments of either. The provisions of any condominium instruments and By-laws filed with respect to the condominium shall be liberally construed to facilitate the creation and operation of the condominium.

D. Provisions Severable.

All provisions of the condominium instruments and the By-Laws and all other instruments, exhibits, or documents referred to herein are severable, and the invalidity of any section, sentence, clause, phrase, word or application of any of them in any circumstance shall not affect the validity of any other provision.

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E. Conflicts in Provisions.

In cases of conflict among the condominium instruments, the Declaration shall be considered the controlling document. If there is any conflict between any provisions of any of the condominium instruments referred to herein, and the provisions of Chapter 703 of the Wisconsin Statutes, the provisions of Chapter 703 of the Wisconsin Statutes shall control.

F. Warranties of Declarant.

The Declarant has made no warranty or representation in connection with the property, except as specifically set forth in this Declaration and the several Exhibits attached hereto. No persons shall rely upon any warranty or representation unless contained in this Declaration and the several Exhibits to it. Any estimates of common expenses, taxes, or other charges are only estimates, and no warranty or guaranty of the amount of the same is or can be made by the Declarant.

ARTICLE XIII - EXHIBITS

The Exhibits referred to herein and incorporated in full by reference, and whether referred to in this Article XIII or elsewhere in the Declaration, are as follows:

Exhibit A - Legal descriptions, survey, parking areas, typical floor plans, common areas, and individual unit identifications.

Exhibit B - By-Laws of Owners Association

Exhibit C - Rules and Regulations

Exhibit D - Initial Monthly Owners Association Fee Schedule

IN WITNESS WHEREOF, Roy T. Haase has caused this instrument to be executed at Madison, Wisconsin, this 12th day of December, 1978.

Roy T. Haase

State of Wisconsin)
)ss
County of Dane)

Personally came before me this 12 day of December, 1978, the above-named Roy T. Haase, to me known to be the person who executed the foregoing Declaration of Condominium, and acknowledges the same.

Thomas G. Travers
Notary Public, State of Wisconsin
My Commission is Permanent.

This instrument drafted by Attorney Thomas G. Travers, Madison, WI

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