

DANE COUNTY
REGISTER OF DEEDS

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**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
COURTYARD CONDOMINIUM
AT THE CROSSING**

005961

Return To:
Kay A. Millonzi, Esq.
Midland Builders, Inc.
6709 Raymond Rd.
Madison, WI 53719

SEE ATTACHED PARCEL LIST

Parcel Identification Number

WHEREAS, Midland Builders, Inc., the Declarant of the above Condominium, caused to be placed of record at the Dane County Register of Deeds the Declaration of Condominium for the above Condominium (the "Declaration"). Said Declaration was recorded on March 11, 2003 as Document No. 3668775.

WHEREAS, Midland Builders, Inc., as of the date hereof, pursuant to the Declaration, has the right to exercise the powers and responsibilities of the Courtyard Condominium at The Crossing Home Owners Association, Inc. (the "Association".) which includes the right to amend the Declaration;

WHEREAS, Midland Builders, Inc. desires to amend certain provisions of the Declaration;

NOW THEREFORE, Midland Builders, Inc. does hereby, for itself, its successors and assigns, amend said Declaration as follows:

1. Paragraph 11.01 Property Insurance. Shall be replaced with the following:

0608-114

005964

2003

COURTYARD CONDOMINIUM AT THE CROSSING

OUT OF 608-114-1413-9 & 0501-3

COMMERCIAL AREA 921

CONDOMINIUM AREA 558

MADISON SCHOOL DISTRICT

NOTATION PARCEL 0608-114-1413-9 & 0501-3

COMPLETED 06/02/2003

UNIT #	PARCEL #	STREET ADDRESS	PRO LAND	PRO IMPR	PRORATED TOTAL
7487	0608-114-2001-1	7487 EAST PASS	13,500	0	13,500
7485	0608-114-2002-9	7485 EAST PASS	11,300	0	11,300
7483	0608-114-2003-7	7483 EAST PASS	11,300	0	11,300
7481	0608-114-2004-5	7481 EAST PASS	11,300	0	11,300
7479	0608-114-2005-3	7479 EAST PASS	13,300	0	13,300
7475	0608-114-2006-1	7475 EAST PASS	13,300	0	13,300
7473	0608-114-2007-9	7473 EAST PASS	11,300	0	11,300
7471	0608-114-2008-7	7471 EAST PASS	11,300	0	11,300
7469	0608-114-2009-5	7469 EAST PASS	13,500	0	13,500
3818	0608-114-2010-2	3818 MAMMOTH TRL	13,500	0	13,500
3816	0608-114-2011-0	3816 MAMMOTH TRL	11,300	0	11,300
3814	0608-114-2012-8	3814 MAMMOTH TRL	11,300	0	11,300
3812	0608-114-2013-6	3812 MAMMOTH TRL	11,300	0	11,300
3810	0608-114-2014-4	3810 MAMMOTH TRL	11,300	0	11,300
3808	0608-114-2015-2	3808 MAMMOTH TRL	13,500	0	13,500
3803	0608-114-2016-0	3803 ICE AGE TRL	13,200	0	13,200
3805	0608-114-2017-8	3805 ICE AGE TRL	11,300	0	11,300
3807	0608-114-2018-6	3807 ICE AGE TRL	13,200	0	13,200
3623	0608-114-2101-9	3623 SABERTOOTH TRL	9,700	0	9,700
3621	0608-114-2102-7	3621 SABERTOOTH TRL	8,200	0	8,200
3619	0608-114-2103-5	3619 SABERTOOTH TRL	8,200	0	8,200
3617	0608-114-2104-3	3617 SABERTOOTH TRL	8,200	0	8,200
3615	0608-114-2105-1	3615 SABERTOOTH TRL	9,500	0	9,500
3611	0608-114-2106-9	3611 SABERTOOTH TRL	9,500	0	9,500
3609	0608-114-2107-7	3609 SABERTOOTH TRL	8,200	0	8,200
3607	0608-114-2108-5	3607 SABERTOOTH TRL	8,200	0	8,200
3605	0608-114-2109-3	3605 SABERTOOTH TRL	8,200	0	8,200
3603	0608-114-2110-0	3603 SABERTOOTH TRL	9,700	0	9,700
3740	0608-114-2111-8	3740 MAMMOTH TRL	9,700	0	9,700
3742	0608-114-2112-6	3742 MAMMOTH TRL	8,200	0	8,200
3744	0608-114-2113-4	3744 MAMMOTH TRL	8,200	0	8,200
3746	0608-114-2114-2	3746 MAMMOTH TRL	8,200	0	8,200
3748	0608-114-2115-0	3748 MAMMOTH TRL	8,200	0	8,200
3750	0608-114-2116-8	3750 MAMMOTH TRL	9,700	0	9,700
7478	0608-114-2117-6	7478 EAST PASS	9,500	0	9,500

6	0608-114-2118-4	7476 EAST PASS	6,200	0	8,200
7474	0608-114-2119-2	7474 EAST PASS	8,200	0	8,200
7472	0608-114-2120-9	7472 EAST PASS	8,200	0	8,200
7470	0608-114-2121-7	7470 EAST PASS	9,700	0	9,700
7490	0608-114-2122-5	7490 EAST PASS	9,700	0	9,700
7488	0608-114-2123-3	7488 EAST PASS	8,200	0	8,200
7486	0608-114-2124-1	7486 EAST PASS	8,200	0	8,200
7484	0608-114-2125-9	7484 EAST PASS	8,200	0	8,200
7482	0608-114-2126-7	7482 EAST PASS	9,500	0	9,500

NOTATION PARCEL "A"	0608-114-0501-3	7466 EAST PASS
NOTATION PARCEL "B"	0608-114-1413-9	3802 MAMMOTH TRL

00565

DOCUMENT #
3668775

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Document No.

005223

**DECLARATION OF CONDOMINIUM
OF
COURTYARD CONDOMINIUM
AT THE CROSSING**

Return To:

Kay A. Millonzi, Esq.
Midland Builders, Inc.
6709 Raymond Rd.
Madison, WI 53719

251-0608-114-1413-9

251-0608-114-0501-3

Parcel Identification Numbers

The Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (2001-02), as amended, by Midland Builders, Inc. (hereinafter "Declarant").

**ARTICLE I
STATEMENT OF PURPOSE**

The purpose of this Declaration is to subject the property hereinafter described and the improvement 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 shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

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

2.01 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described as follows:

Lot Two Hundred One (201) and Lot Two Hundred Sixty-Eight (268) of the Plat of The Crossing, City of Madison, Dane County, Wisconsin

2.02 Name and Address. The name of the condominium is: "Courtyard Condominium at The Crossing". The addresses for the condominium are set forth on the Condominium Plat attached hereto as Exhibit 1 and made a part hereof (the "Condominium Plat").

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

- (1) General taxes not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (3) All other easements, covenants, and restrictions of record;
- (4) All municipal, zoning and building ordinances; and
- (5) All other governmental laws and regulations applicable to the Condominium.

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

ARTICLE III UNITS

3.01 Definitions of a Unit. "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 or enclosed spaces located on one or more floors, or parts thereof, in a building.

3.02 Descriptions. A Unit in the Condominium shall include:

- (1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes of the unfinished interior surfaces of the perimeter walls. The upper boundary of such cubicles shall be the horizontal plane of the unfinished lower surface of the ceiling on the highest story of the cubicle. The lower boundary shall be the horizontal plane of the upper face of the concrete floor in the lowest level of the Unit including the garages. Such cubicles of air shall include the attached garage space.
- (2) Any and all appliances and other fixtures contained in the Unit, which items may include, but not be limited to, refrigerator, garbage disposal, laundry equipment, range, oven, compactor, cabinets, carpeting and floor covering.
- (3) The following items serving the particular Unit although they may be outside the defined cubicle of air:
 - (a) All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;
 - (b) All wall and ceiling mounted electrical fixtures and recesses junction boxes serving them;
 - (c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
 - (d) All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices lying between the fixtures and main water or sewage lines to the lowest story of the Unit;
 - (e) The cable television outlet if any, to the Unit and the junction box serving it;
 - (f) The individual furnaces or ducting and the piping providing heating to the Unit, and controls for the heating system of the Unit;
 - (g) The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;
 - (h) The lines bringing natural gas or similar fuel to the Unit, which lines the extend from the utility meter to the boundary of the Unit; and

- (i) The fireplace, if any, serving the Unit;
- (j) The garage doors on the attached garage space included with a Unit.
- (k) The partition walls dividing spaces located within a Unit;

(4) Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under (3) above, which lie within the cubicle or cubicles of air comprising the Unit. For purposes of this subsection, partition walls shall not be considered structural components.

3.03 Identification. The Condominium shall consist of forty-four (44) units (individually a "Unit" and collectively the "Units") located in nine (9) buildings (individually the "Building" and collectively the "Buildings") identified on the Condominium Plat. The Units shall be identified by Unit number as numbered on the Condominium Plat and floor plans annexed thereto.

ARTICLE IV COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.02 Description. The Condominium Common Elements shall include the land described in paragraph 2.01 above, any portions of the improvements to the land described in section 2.01 which is not included in the definitions of Unit, including without limitation the private street providing access to each unit driveway, any turnarounds and any common parking areas located within the plat, any designated public spaces, stormwater management measures to be located on the property and all tangible personal property used in operation, maintenance, and management of the Condominium.

4.03 Use. Except as otherwise provided herein, and subject to the By-Laws of the Association, as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for use and enjoyment of or service to owners of all Units.

4.04 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit 2 attached hereto.

ARTICLE V LIMITED COMMON ELEMENTS

5.01 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of the Units.

5.02 Description. The Condominium Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include any of the following: interior courtyards, the patio or deck, stoops and walkways attached or appurtenant to a unit, if any, approaches, walkways and driveway approaches serving a unit; all as depicted on the Condominium Plat. Pursuant to Section 703.14, Wisconsin Statutes (2001-02), as amended, any owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgages or secured party, the use of the Limited Common Element to any other "Unit Owner", as hereinafter defined. Such deed must be recorded in the Dane County Register of Deeds office, and a copy thereof must be supplied to the Association. After such grant, the grantor shall have no further right to use the specified Limited Common Elements.

5.03 Use. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owners who have the exclusive use of such Limited Common Elements.

ARTICLE VI
UNIT OWNER

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6.01 Definition. A "unit Owner" shall mean a person, combination of persons, partnership, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar documents, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units on which the occupancy permit has been issued by the City of Madison.

ARTICLE VII
ASSOCIATION

7.01 Definition. "Association" shall mean the Courtyard Condominium at The Crossing Home Owners Association, Inc., a Wisconsin non-stock corporation.

7.02 Duties and Obligations. All Unit Owners shall be entitled to become and shall be required to become members of the Association and subject to its Articles of Incorporation, By-Laws, and rules and regulations adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements of the Condominium to the Association.

7.03 Voting. The Association shall have two classes of voting membership as follows:

A. Class A – Class A members shall be all Unit Owners, with the exception of the Declarant, and shall have one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

B. Class B

(i) Defined – Class B member shall be the Declarant and shall be entitled to three (3) votes for each Unit owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:

- (a) The conveyance of seventy-five percent (75%) of the Units to purchasers other than Declarant; or
- (b) Three (3) years from the date the first Unit is conveyed to a person other than Declarant.

(ii) Rights of Declarant – Notwithstanding any other provisions contained in this Declaration, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association or its officers. However, this control shall not extend for a period exceeding the earlier of:

- (a) Thirty (30) days after the conveyance of seventy-five percent (75%) of the Units to purchasers other than Declarant; or
- (b) Three (3) years from the date the first Unit is conveyed to a person other than Declarant.

**ARTICLE VIII
USES**

8.01 Single Family Residences. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for single family residential purposes only. A Unit shall be deemed to be used for "single family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or adoption) plus no more than one unrelated person.

8.02 Leasing. No leasing or rental of a Unit shall be permitted without prior written approval of the Association. In no event shall any lease be for an initial term of less than six (6) months. The leasing of a Unit for a term of at least one (1) month by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be considered a violation of this provision; provided, however, that no Unit shall be leased or rented for a hotel or transient purposes.

8.03 Signs. No sign of any kind shall be displayed to the public view on any Unit. Declarant reserves the right to erect signs, gates, or other entryway features at the entrances to the Condominium and so long as Declarant owns a Unit in the Condominium the Declarant may erect appropriate signage for the sale of the Units.

8.04 Sale Models. The use of Units as sale models and sales activities by the Declarant shall not be considered a violation of this Article VI.

8.05 Miscellaneous. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with City of Madison Ordinances and any other restrictions as contained in the Association By-Laws 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 other Unit Owners. There shall be no storage of material, and there shall be no conduct or activity, which would increase the insurance rates on the Condominium. 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 and may be assessed against such Owner's Unit.

**ARTICLE IX
REPAIRS AND MAINTENANCE**

9.01 Units. Each Unit Owner shall be responsible for decoration, furnishing, housekeeping, maintenance, repair, and replacement of the Owner's Unit.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Common Elements, including maintenance, repair and replacement of the Limited Common Elements.

9.04 Entry by Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owner shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense", as hereinafter defined.

**ARTICLE X
STRUCTURAL CHANGES**

10.01 Limitations. A Unit Owner may make improvements or alterations within his/her Unit; provided, however, such improvements or alterations do not impair the structural soundness or

integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, do not impair any easement and do not violate the Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures and the applicable Declaration of Protective Covenants, Conditions and Restrictions. A Unit Owner may not change the exterior appearance of a Unit or any part of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. Any improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units and Limited Common Elements or the Common Elements, must comply with the Declaration of Conditions, Covenants and Restrictions for Maintenance of Stormwater Management Measures and the applicable Declaration of Protective Covenants, Conditions and Restrictions and must not be in violation of any underlying mortgage, land contract, or similar security interest.

ARTICLE XI COMMON EXPENSES

11.01 Liability of Unit Owner. Each Unit Owner 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 based on the percentages set forth in Exhibit 2.

11.02 Enforcement. The Assessments of Common Expenses, together with such interest as the Association may impose in the By-Laws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes (2001-02), as amended.

11.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in section 703.16(9), Wisconsin Statute (2001-02) as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a Statement of Condominium Lien against a Unit shall constitute an act of default under any mortgage secured by the unit.

11.04 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 of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer.

11.05 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, until such assessments are fully paid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be recorded in the Dane County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessment, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he/she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the 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 a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

11.06 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his/her successors and assigns shall not be liable for the total share of the Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments become due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

11.07 Installment Payments. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of monthly maintenance fee determined

by a budget of Common Expenses prepared by the Association, which budget shall include a reserve for 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.

11.08 Assessments against Declarant. Declarant shall not be required to pay assessments on uncompleted units or units completed but not sold or leased to an occupant by Declarant; provided however, that, during Declarant's control as specified in Article XV hereof, if the total estimated monthly assessments paid by Unit Owners and by the Declarant shall not cover the total Common Expenses, Declarant shall pay any deficit.

ARTICLE XII INSURANCE

12.01 Property Insurance. The Association shall obtain and maintain insurance for the Common Elements, including Limited Common Elements, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis for an amount not less than the full replacement value of the insured property. The Association shall be the named insured as trustee for each of the Unit Owners in the percentages established in this Declaration and the Mortgagees of Units shall be listed as additional insureds. For purposes 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.

12.02 Liability Insurance. The Association shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be \$1,000,000. The policies shall include standard coverage for the errors and omissions of Association directors and officers. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of neglect on the part of the Association or other Unit Owners.

12.03 Fidelity Insurance. 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 named the insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. Such amount may be increased by the Association. No fidelity coverage shall be required during the period of Declarant Control as set forth in section 15.01 below.

12.04 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable carriers and must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

ARTICLE XIII REPAIR OR RECONSTRUCTION

In the event the Common Elements are totally destroyed or sustain more than Twenty Thousand Dollars (\$20,000.) in damage at any one time, the Association shall, within fifteen (15) days of the date of damage determine whether the Condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners and first Mortgagees in writing of the adequacy or inadequacy of the insurance. Within ten (10) days of receipt of the notice, the Units Owners and the first Mortgagees shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in the Association, other than votes available to the Declarant, and by the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-unit basis. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion of their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit. In the event the required

seventy-five percent (75%) and fifty-one percent (51%) affirmative votes are not cast within the ten (10) day period, or in the event the damage sustained is less than or equal to Twenty Thousand Dollars (\$20,000.), the Association shall promptly undertake repair or reconstruct the damaged property to a condition consistent with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plans and specifications of the Common Elements from that of the original; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed and, provided further, that the location and floor plan of the damaged building shall be substantially the same as they were prior to the damage. In the event 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 Owners as provided herein.

ARTICLE XIV EMINENT DOMAIN

In the event of taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes (2001-02) as amended, shall control; provided, however, the affirmative vote of at least two-thirds of the first Mortgagees, calculated on a per-unit basis, will also be required in order to partition the Condominium; and provided further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XV POWERS OF DECLARANT

15.01 Declarant Control. Except as provided Section 703.15(2)(d), Wisconsin Statutes (2001-02), as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date the first Unit is conveyed to a person other than Declarant; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of the Units in the Condominium. During this period, Declarant shall have the full and exclusive right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period of one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the condominium.

15.02 Termination of Control. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefore); (ii) to conduct promotional and sales activities using unsold units, which shall include but need not be limited to, maintaining sales and management offices, model units, parking areas, and advertising signs; and (iii) to do all acts Declarant shall deem reasonably necessary in connection with development and sales of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

**ARTICLE XVI
RIGHT TO EXPAND**

16.01 No Reservation of Right to Expand. The Declarant has not reserved the right to expand the Condominium.

**ARTICLE XVII
AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least two-thirds of the Unit Owners and each Owner's consent shall not be effective unless approved by the Mortgagee of the Unit; and provided, however, that no such amendment may substantially impair the security of any Unit Mortgagee. So long as Declarant is an owner of a Unit in the Condominium, no amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of the Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with Dane County Register of Deeds. For purpose of this provision and Declaration, each Unit shall have one (1) vote.

**ARTICLE XVIII
NOTICES**

18.01 Notice to Association. The person to receive service of process for the Association shall be Kay A. Millonzi, 6709 Raymond Road, Madison, WI 53719, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Secretary of State's office.

18.02 Notice to Mortgagees. Any first mortgages of a Unit, upon written request to the Secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the Condominium Declaration, By-Laws, rules and regulations, and related documents.

**ARTICLE XIX
REMEDIES**

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association By-Laws and Articles of Incorporation, Covenants and Restrictions for Maintenance of Stormwater Management Measures, Declaration of Protective Covenants, Conditions and Restrictions or any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars (\$100.00) may be assessed for violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the 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 XX
EASEMENTS**

Easements are reserved over, through, and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes and stormwater management measures, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damages resulting from such easements.

An easement has been declared for recordation with the Register of Deeds Office allowing for public use of those Common Elements shown as Public Space on the Condominium Plat at Exhibit 1. The Declarant, its agents and assigns have the right to establish reasonable rules regulating the use of the Public Space under this easement.

**ARTICLE XXI
GENERAL**

21.01 Utilities. Each Unit Owner shall pay for his/her telephone, electrical, 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.

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

21.03 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's By-Laws, or of 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.

21.04 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the By-Laws, any applicable protective covenants, conditions and restrictions, or between any of them, this Declaration shall be considered the controlling document.

21.05 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

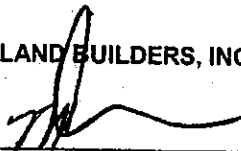
21.06 No Right of First Refusal. The right of a Unit Owner to sell, transfer or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

21.07 Homestead. The Condominium or any portion thereof shall not be deemed homestead property of the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed

this 11th day of March, 2003.

MIDLAND BUILDERS, INC.



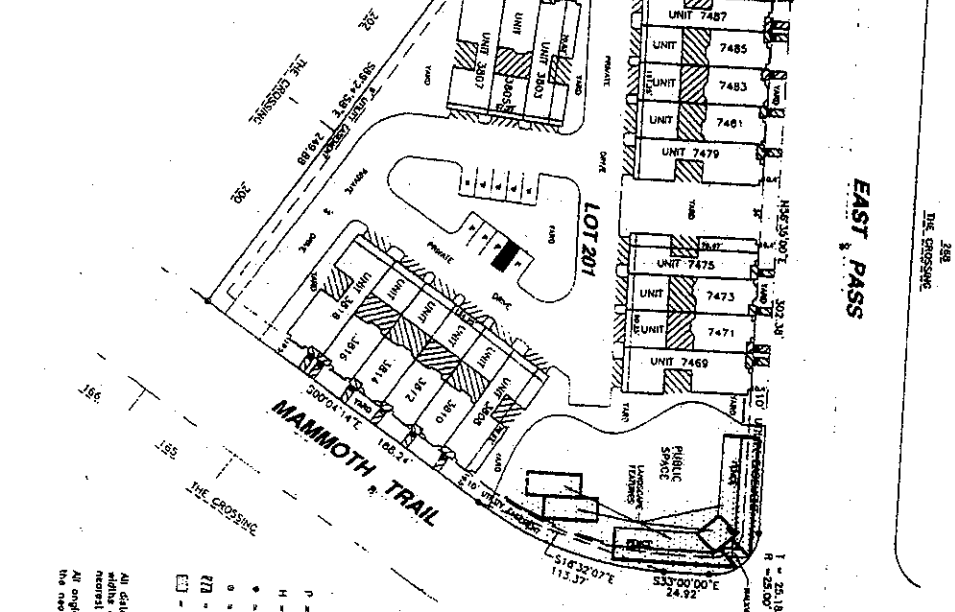
BY: Michael Terrien
General Manager



ATTEST : Donald A. Esposito, Jr.
Executive Vice President

FOR: MILWAUKEE BUILDERS, INC.
 6700 KILBUCK ROAD
 MILWAUKEE, WI 53219
 4-117288

1. The plat is subject to the provisions of the Wisconsin Condominium Act, Chapter 700, Wisconsin Statutes.



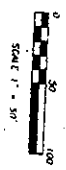
EAST PASS

LEGEND

- P = Parking space
 - H = Handicap parking space
 - 1/4" = 1/4" iron rebar found
 - 3/8" = 3/8" iron rebar found
 - RTA = Limited Common Element
 - = Public Space
- All distances, lengths and angles are measured to the nearest 0.0005".
 All angles are measured to the nearest 0.0005".

COURTYARD CONDOMINIUM AT THE CROSSING
 DANE COUNTY, WISCONSIN

7469, 7471, 7473, 7475, 7479, 7481, 7483, 7485, 7487, EAST PASS,
 3809, 3810, 3812, 3814, 3816, 3818, 3819, 3820, 3821, 3822, 3823, 3824,
 3807, ICE AGE DRIVE, MADISON, WISCONSIN



BOUNDARIES ARE EXTENDED TO THE WESTERN LINE OF LOT 201 AND 1/4" IRON REBAR FOUND

NOTE:

The Condominium Limited Common Elements and the unit or units to which their use is reserved are identified on the Condominium Plan. The plan also identifies the location of meter court/yards, the patio or deck, steps and shall include any of the opportunities for a unit, if any, approaches, walkways and driveway approaches serving a unit.

DESCRIPTION

Lot 201 and 202, the Crossing, City of Madison, Dane County, Wisconsin, recorded in Volume 57-1078 of Plans, pages 416, 417, 418, 419, Document No. 2023761. (See Sheet 2 of 29 for Lot 202 showing)

SURVEYOR'S CERTIFICATE

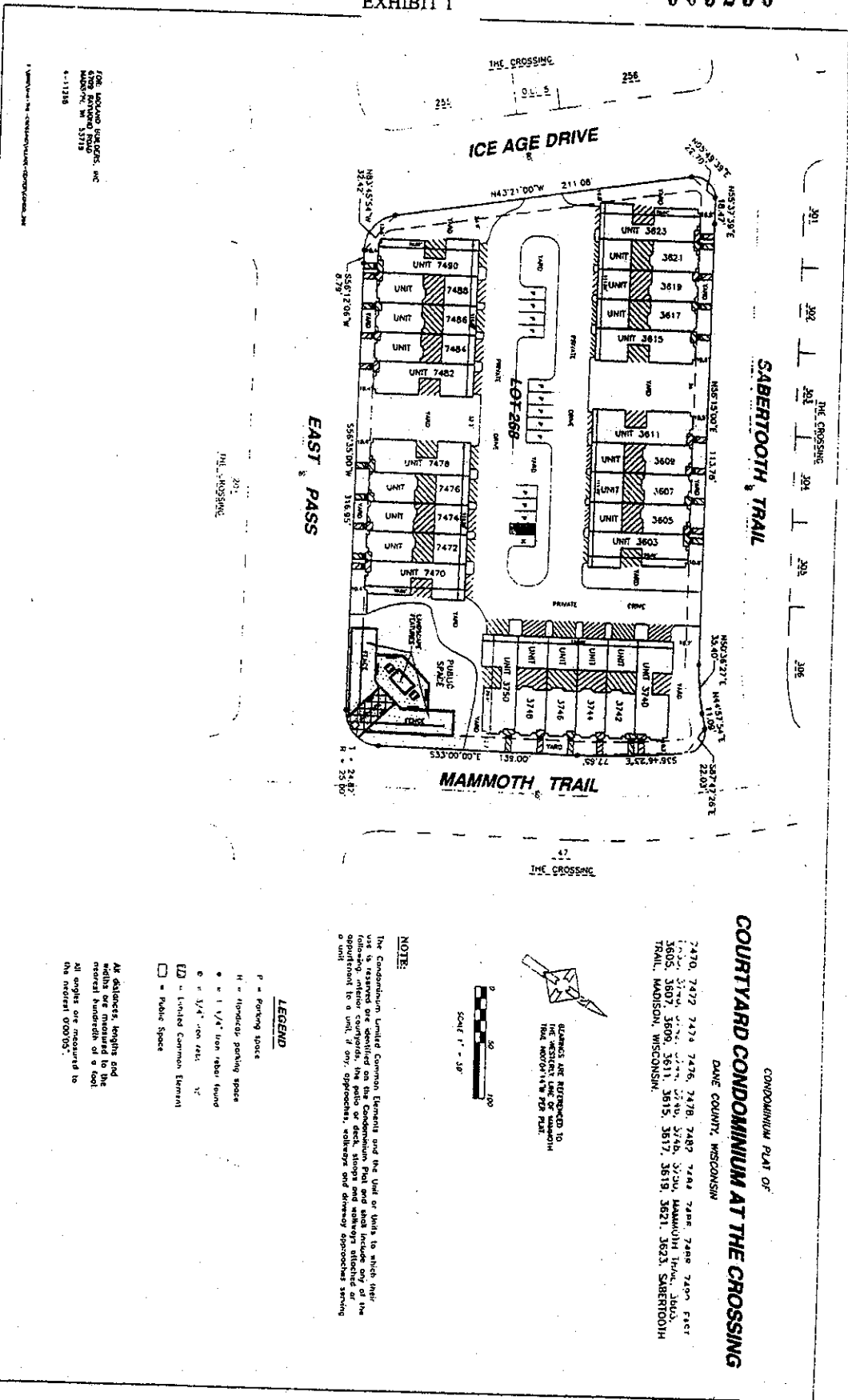
I, Howard F. Luch, Registered Land Surveyor of the State of Wisconsin, certify that the plat named herein is a correct representation of the survey and description as determined from and location of each unit and the common areas, described and or to be located on the plat, as determined by the Wisconsin Surveyors Act, and I further certify that the plat is a true representation of the survey and description as my knowledge and belief.

HELD & ASSOCIATES, INC.

Howard F. Luch, R.L.S. 5-3935 Date

Howard F. Luch

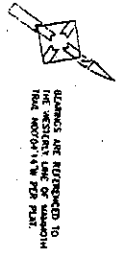




FOR RECORD PURPOSES, INC.
 400 W. WISCONSIN ST.
 MADISON, WI 53719
 6-11338

CONDOMINIUM PLAN OF
COURTYARD CONDOMINIUM AT THE CROSSING
 DANE COUNTY, WISCONSIN

7470, 7472, 7474, 7476, 7478, 7480, 7482, 7484, 7486, 7488, 7490, 7492, 7494, 7496, 7498, 7499, 7500, 7501, 7502, 7503, 7504, 7505, 7506, 7507, 7508, 7509, 7510, 7511, 7512, 7513, 7514, 7515, 7516, 7517, 7518, 7519, 7520, 7521, 7522, 7523, 7524, 7525, 7526, 7527, 7528, 7529, 7530, 7531, 7532, 7533, 7534, 7535, 7536, 7537, 7538, 7539, 7540, 7541, 7542, 7543, 7544, 7545, 7546, 7547, 7548, 7549, 7550, 7551, 7552, 7553, 7554, 7555, 7556, 7557, 7558, 7559, 7560, 7561, 7562, 7563, 7564, 7565, 7566, 7567, 7568, 7569, 7570, 7571, 7572, 7573, 7574, 7575, 7576, 7577, 7578, 7579, 7580, 7581, 7582, 7583, 7584, 7585, 7586, 7587, 7588, 7589, 7590, 7591, 7592, 7593, 7594, 7595, 7596, 7597, 7598, 7599, 7600, 7601, 7602, 7603, 7604, 7605, 7606, 7607, 7608, 7609, 7610, 7611, 7612, 7613, 7614, 7615, 7616, 7617, 7618, 7619, 7620, 7621, 7622, 7623, 7624, 7625, 7626, 7627, 7628, 7629, 7630, 7631, 7632, 7633, 7634, 7635, 7636, 7637, 7638, 7639, 7640, 7641, 7642, 7643, 7644, 7645, 7646, 7647, 7648, 7649, 7650, 7651, 7652, 7653, 7654, 7655, 7656, 7657, 7658, 7659, 7660, 7661, 7662, 7663, 7664, 7665, 7666, 7667, 7668, 7669, 7670, 7671, 7672, 7673, 7674, 7675, 7676, 7677, 7678, 7679, 7680, 7681, 7682, 7683, 7684, 7685, 7686, 7687, 7688, 7689, 7690, 7691, 7692, 7693, 7694, 7695, 7696, 7697, 7698, 7699, 7700, 7701, 7702, 7703, 7704, 7705, 7706, 7707, 7708, 7709, 7710, 7711, 7712, 7713, 7714, 7715, 7716, 7717, 7718, 7719, 7720, 7721, 7722, 7723, 7724, 7725, 7726, 7727, 7728, 7729, 7730, 7731, 7732, 7733, 7734, 7735, 7736, 7737, 7738, 7739, 7740, 7741, 7742, 7743, 7744, 7745, 7746, 7747, 7748, 7749, 7750, 7751, 7752, 7753, 7754, 7755, 7756, 7757, 7758, 7759, 7760, 7761, 7762, 7763, 7764, 7765, 7766, 7767, 7768, 7769, 7770, 7771, 7772, 7773, 7774, 7775, 7776, 7777, 7778, 7779, 7780, 7781, 7782, 7783, 7784, 7785, 7786, 7787, 7788, 7789, 7790, 7791, 7792, 7793, 7794, 7795, 7796, 7797, 7798, 7799, 7800, 7801, 7802, 7803, 7804, 7805, 7806, 7807, 7808, 7809, 7810, 7811, 7812, 7813, 7814, 7815, 7816, 7817, 7818, 7819, 7820, 7821, 7822, 7823, 7824, 7825, 7826, 7827, 7828, 7829, 7830, 7831, 7832, 7833, 7834, 7835, 7836, 7837, 7838, 7839, 7840, 7841, 7842, 7843, 7844, 7845, 7846, 7847, 7848, 7849, 7850, 7851, 7852, 7853, 7854, 7855, 7856, 7857, 7858, 7859, 7860, 7861, 7862, 7863, 7864, 7865, 7866, 7867, 7868, 7869, 7870, 7871, 7872, 7873, 7874, 7875, 7876, 7877, 7878, 7879, 7880, 7881, 7882, 7883, 7884, 7885, 7886, 7887, 7888, 7889, 7890, 7891, 7892, 7893, 7894, 7895, 7896, 7897, 7898, 7899, 7900, 7901, 7902, 7903, 7904, 7905, 7906, 7907, 7908, 7909, 7910, 7911, 7912, 7913, 7914, 7915, 7916, 7917, 7918, 7919, 7920, 7921, 7922, 7923, 7924, 7925, 7926, 7927, 7928, 7929, 7930, 7931, 7932, 7933, 7934, 7935, 7936, 7937, 7938, 7939, 7940, 7941, 7942, 7943, 7944, 7945, 7946, 7947, 7948, 7949, 7950, 7951, 7952, 7953, 7954, 7955, 7956, 7957, 7958, 7959, 7960, 7961, 7962, 7963, 7964, 7965, 7966, 7967, 7968, 7969, 7970, 7971, 7972, 7973, 7974, 7975, 7976, 7977, 7978, 7979, 7980, 7981, 7982, 7983, 7984, 7985, 7986, 7987, 7988, 7989, 7990, 7991, 7992, 7993, 7994, 7995, 7996, 7997, 7998, 7999, 8000.

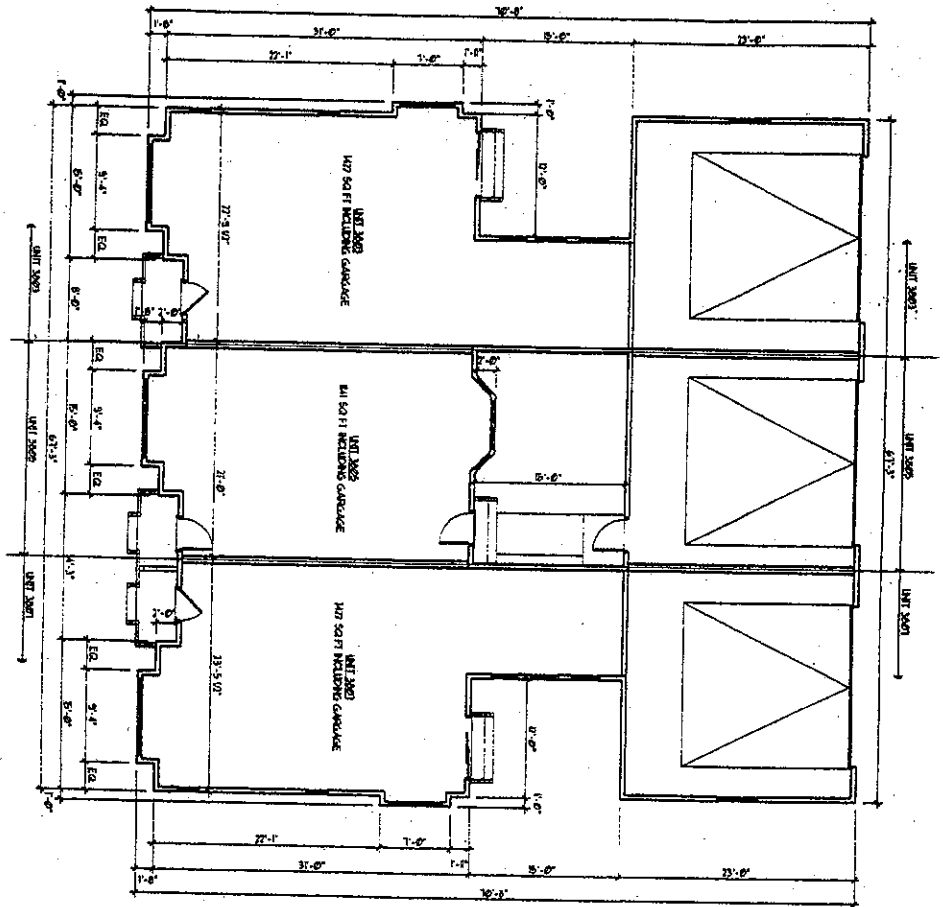


Distances are referenced to the western line of the lot.

NOTE:
 The Condominium Limited Common Element and the Unit or Units to which they are attached are identified on the Condominium Plan and shall include any of the following: a pool or deck, steps and always attached or appurtenant to a unit, if any, driveway, sidewalks and driveway approaches serving a unit.

- LEGEND**
- P = Parking Space
 - H = Hardscap parking space
 - = 1 1/4" iron rebar found
 - = 1 1/4" iron rebar
 - ED = Limited Common Element
 - = Public Space

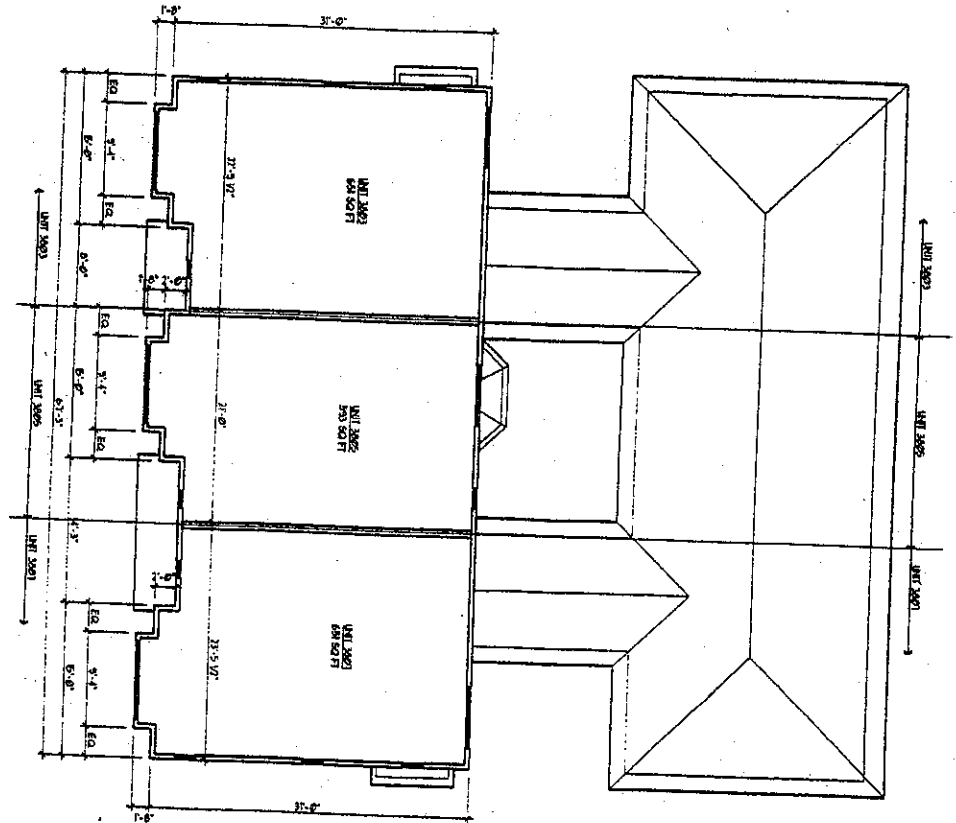
All distances, heights and widths are measured to the nearest hundredth of a foot. All angles are measured to the nearest 0.00005°.



DESIGNED BY
DATE 4/05/78

UNIT 2402, 2403, 2401

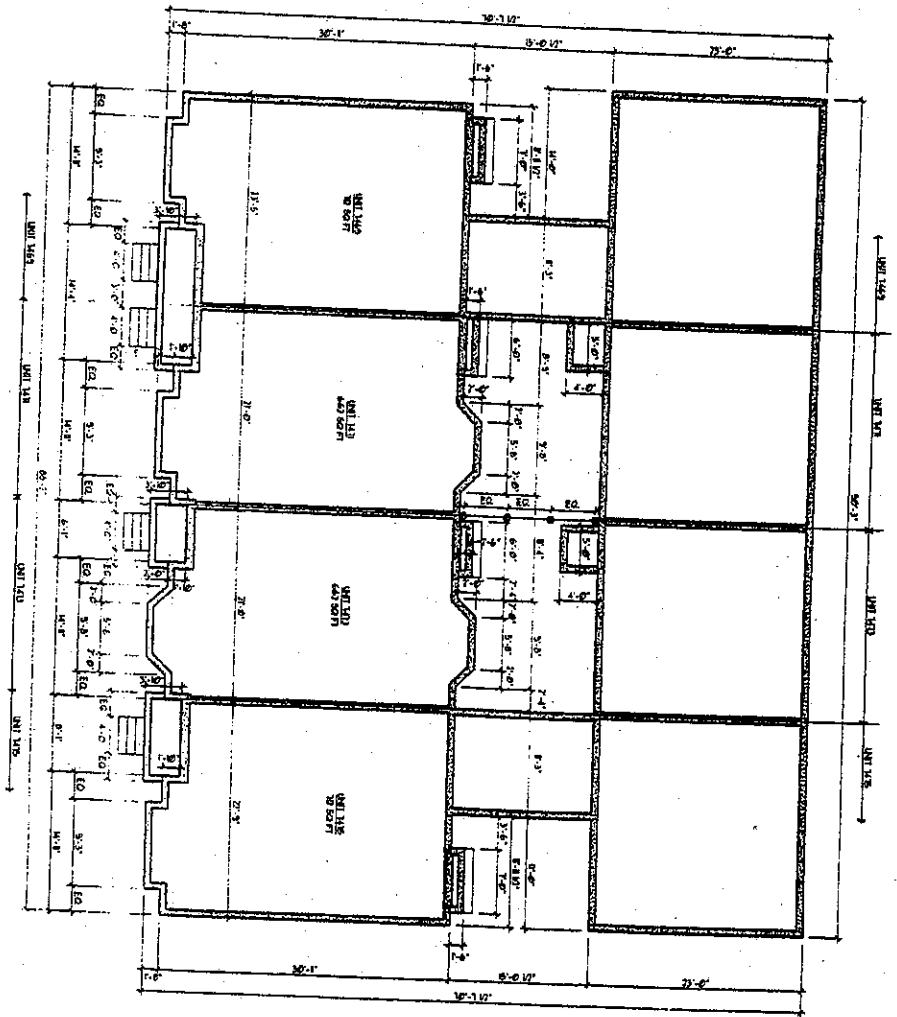
CONSTRUCTION
AND CONSTRUCTION
OF THE GARAGE
AND UNIT 2401



SECOND FLOOR PLAN
SHEET 1 OF 11

UNIT 2001, 2002, 2003

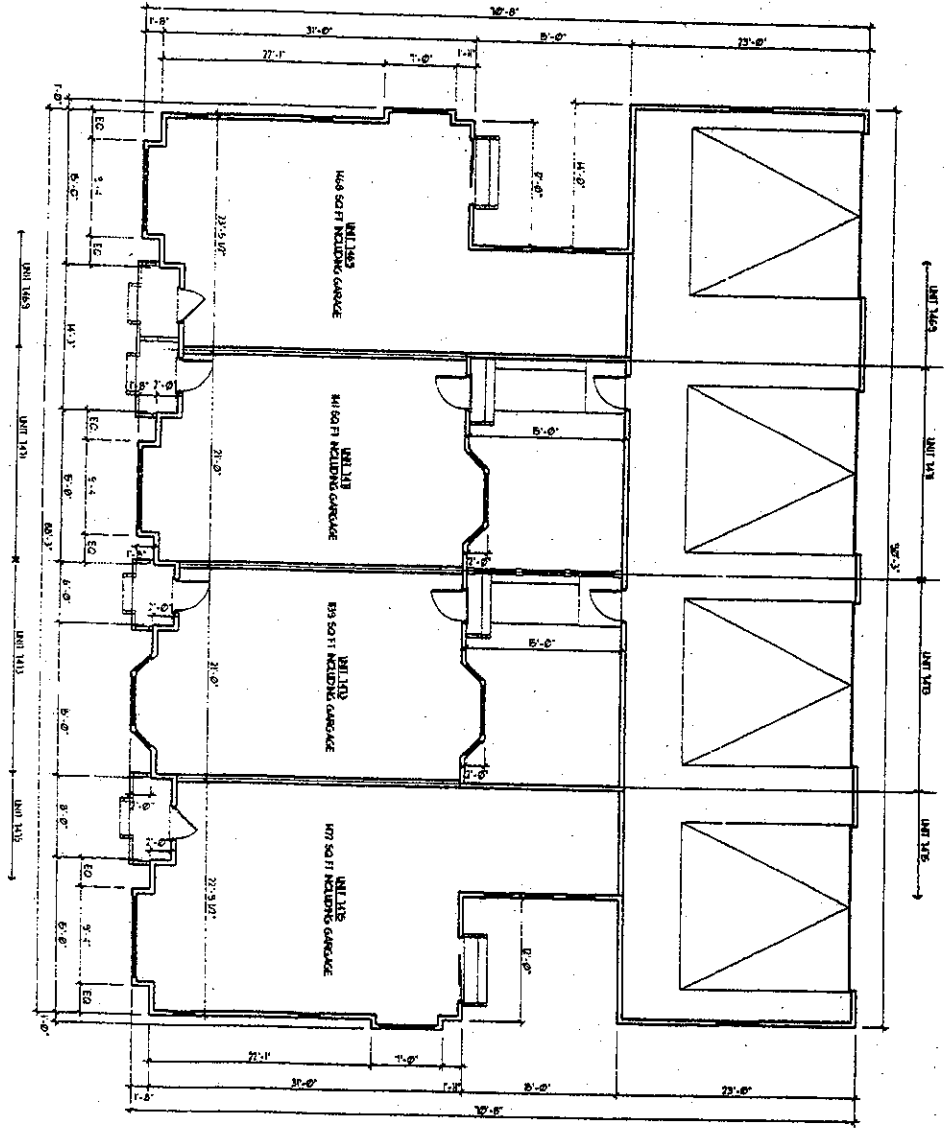
CONSTRUCTION
CONTRACT AND CONSTRUCTION
AT THE CROSSING
AND OTHER PROJECTS



GENERAL PLAN
SHEET 5 OF 7

DATE: 10/10/2010

CONSTRUCTION
GENERAL CONTRACTOR
AT THE EXHIBIT



UNIT 104 144 SQ FT INCLUDING GARAGE

UNIT 105 141 SQ FT INCLUDING GARAGE

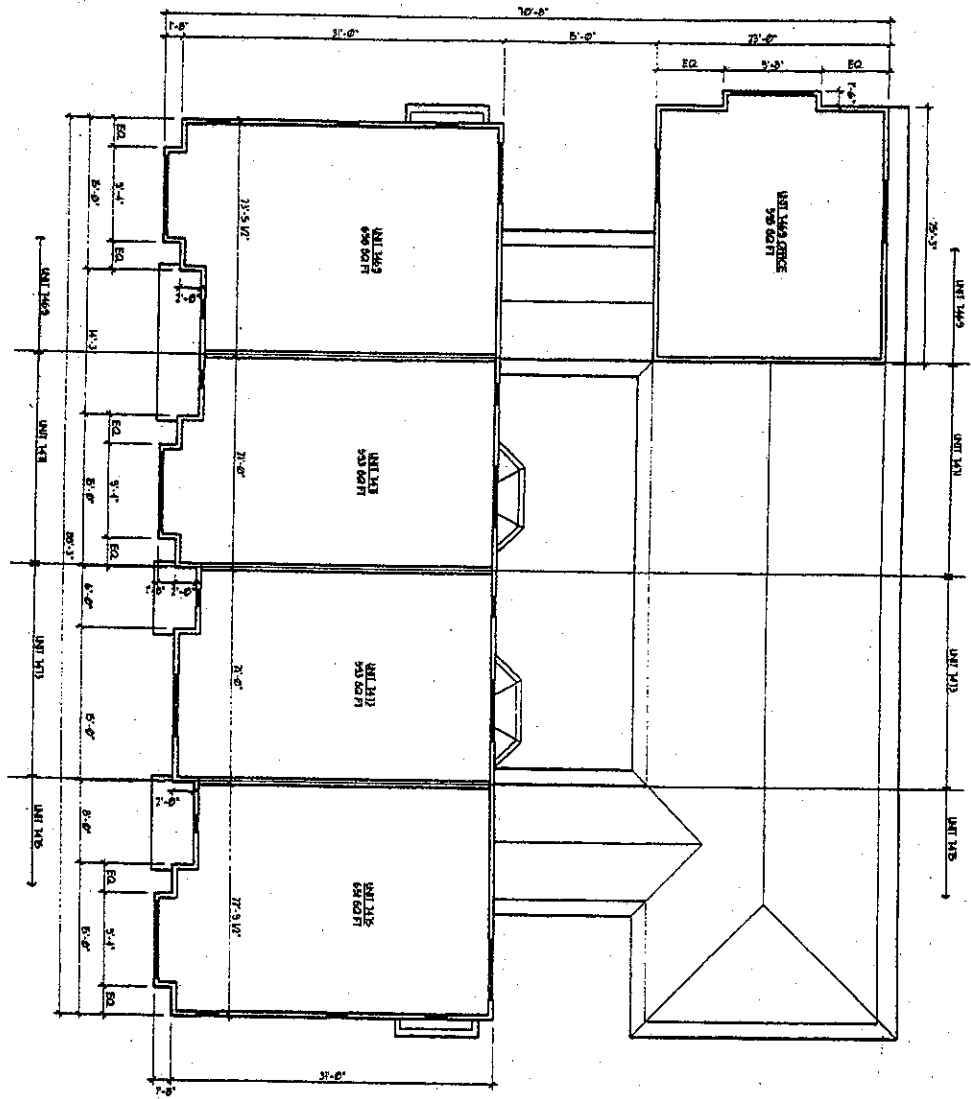
UNIT 106 139 SQ FT INCLUDING GARAGE

UNIT 107 127 SQ FT INCLUDING GARAGE

CONDOMINIUMS
CONTRACT DOCUMENT
IN THE COMMON
AND SPECIAL USES

EXHIBIT 1

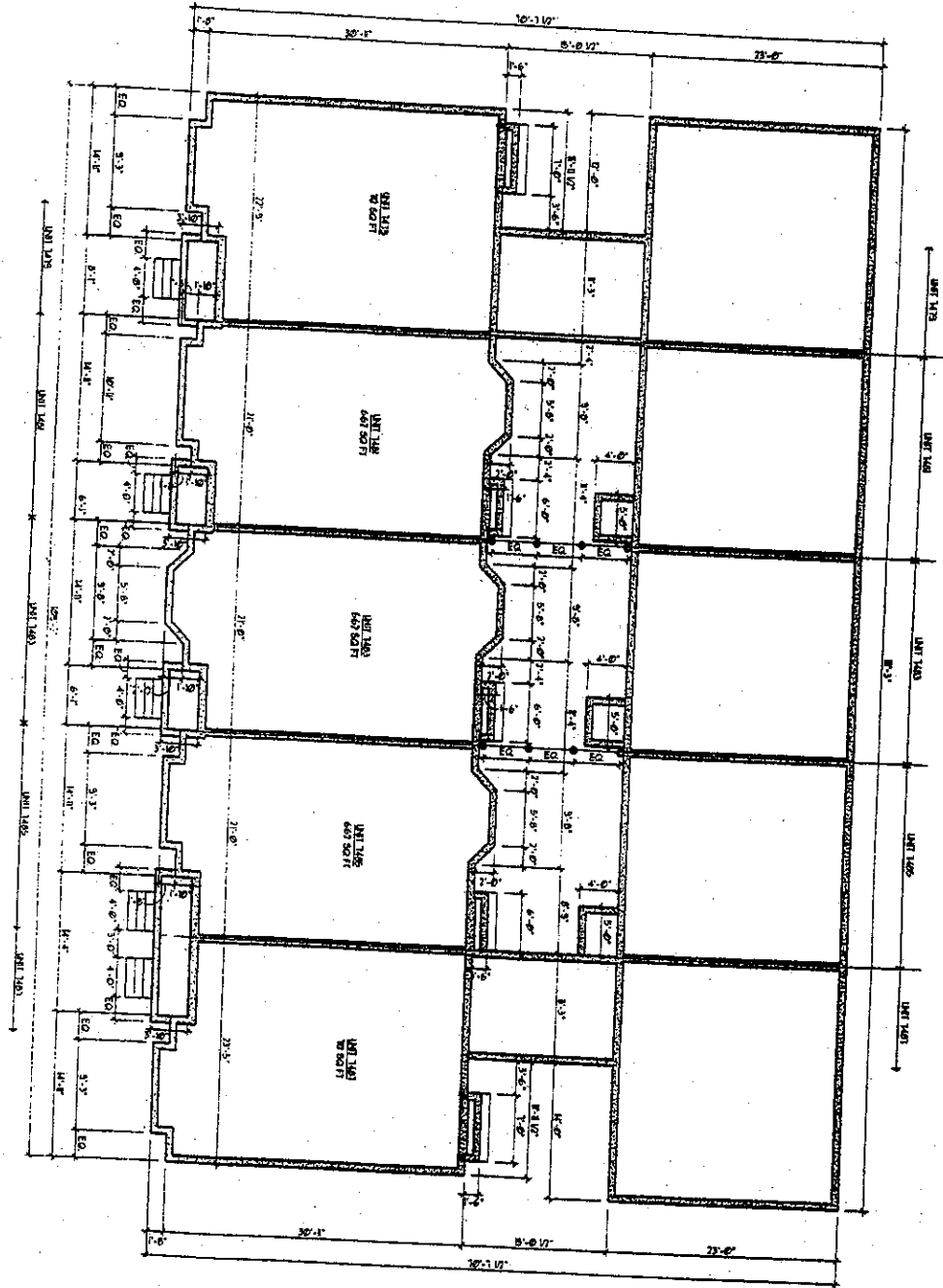
005242



SECOND FLOOR PLAN
SHEET 8 OF 78

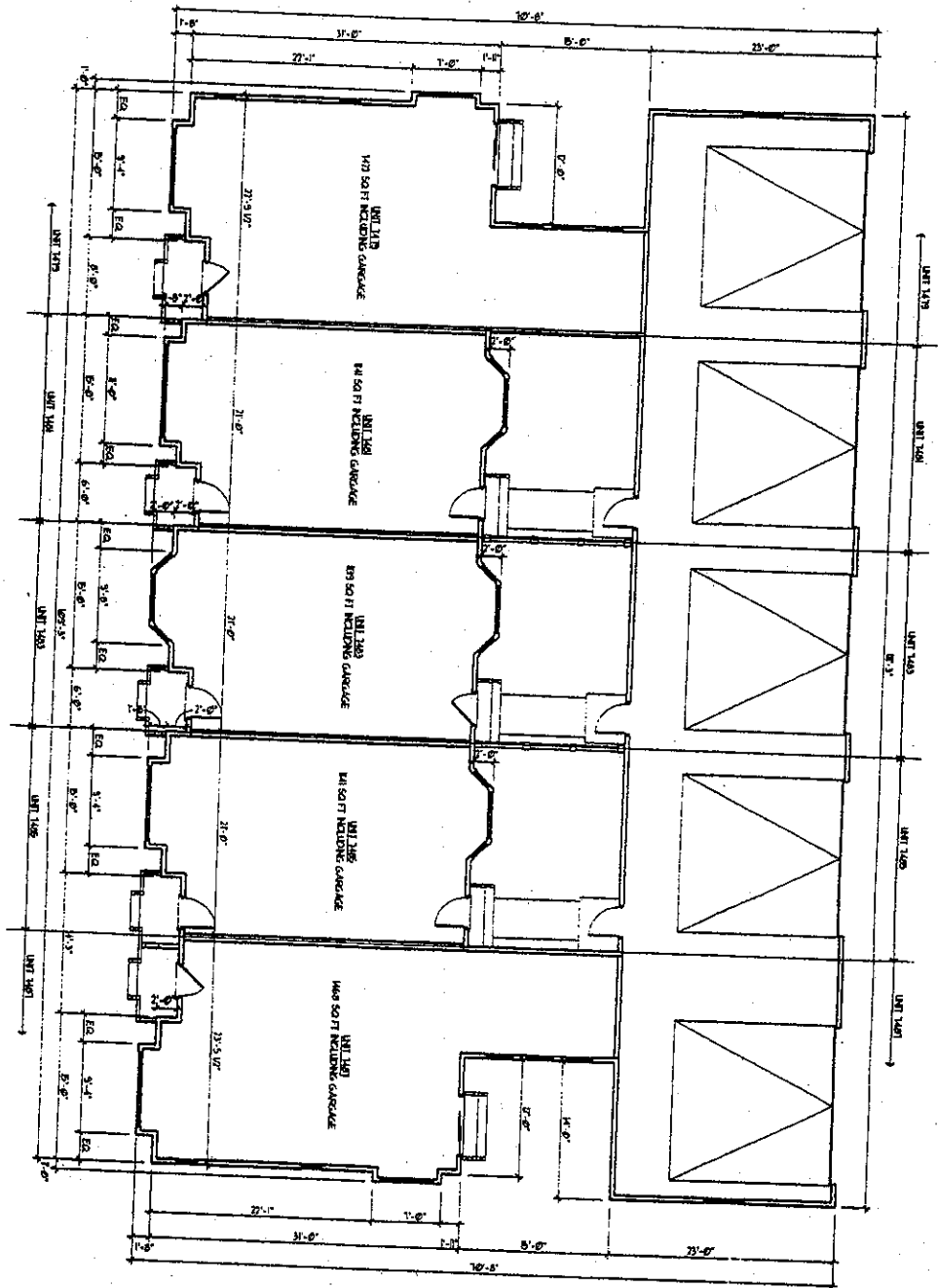
UNIT 104, 103, 102, 101

CONTRACTOR'S
CERTIFICATE OF
COMPLETION
AT THE CROSSING
AND CROSSING



UNIT 1403
667 SQ. FT.

CONSTRUCTION
COUNTING
AT THE CROSSING



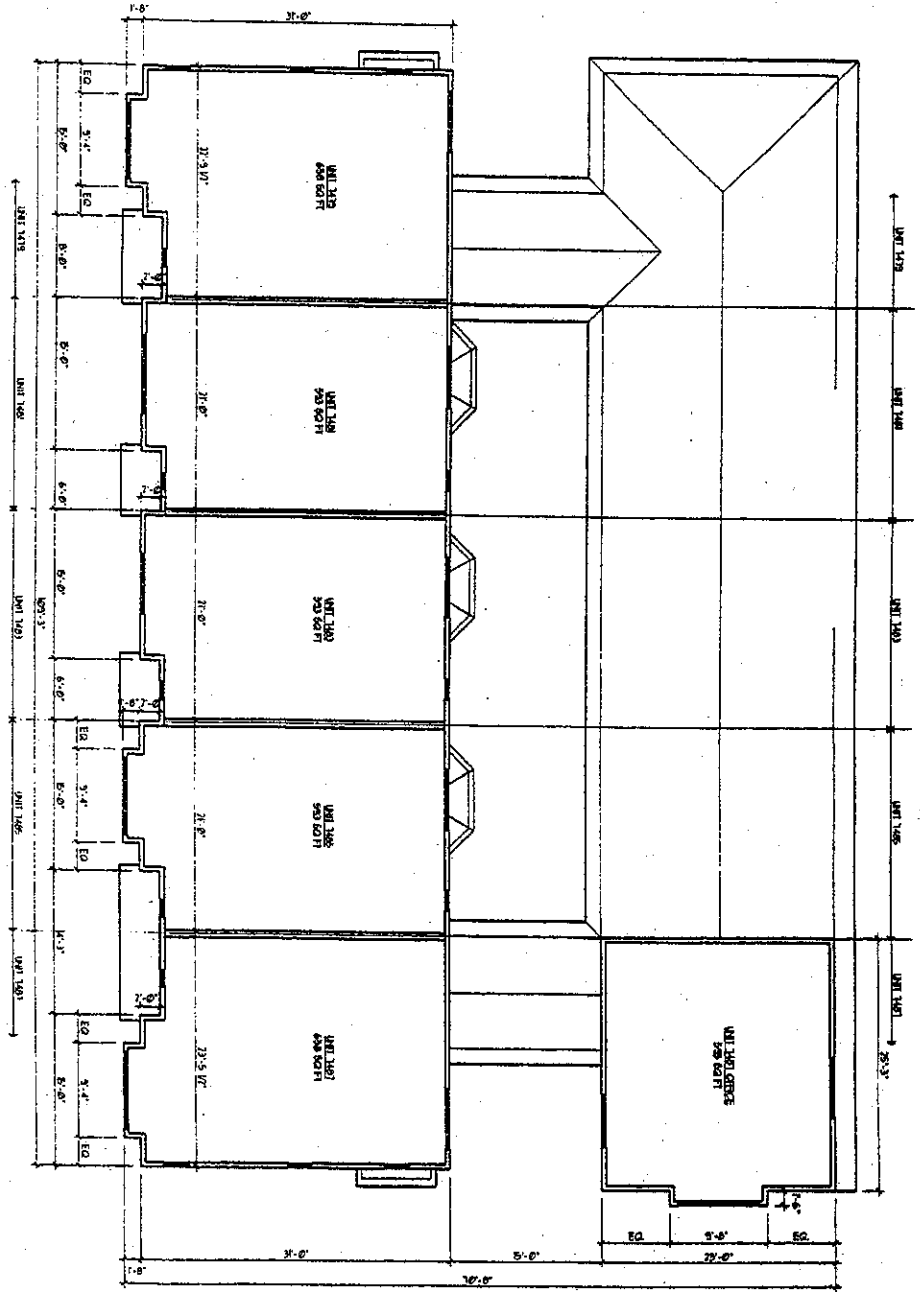
RESIDENTIAL
FLOOR PLAN
SHEET 0011

UNITS 119, 120,
121, 122, 123

CONSTRUCTION
AT THE CORNER
OF
AND
DATE: 01/11/01

EXHIBIT 1

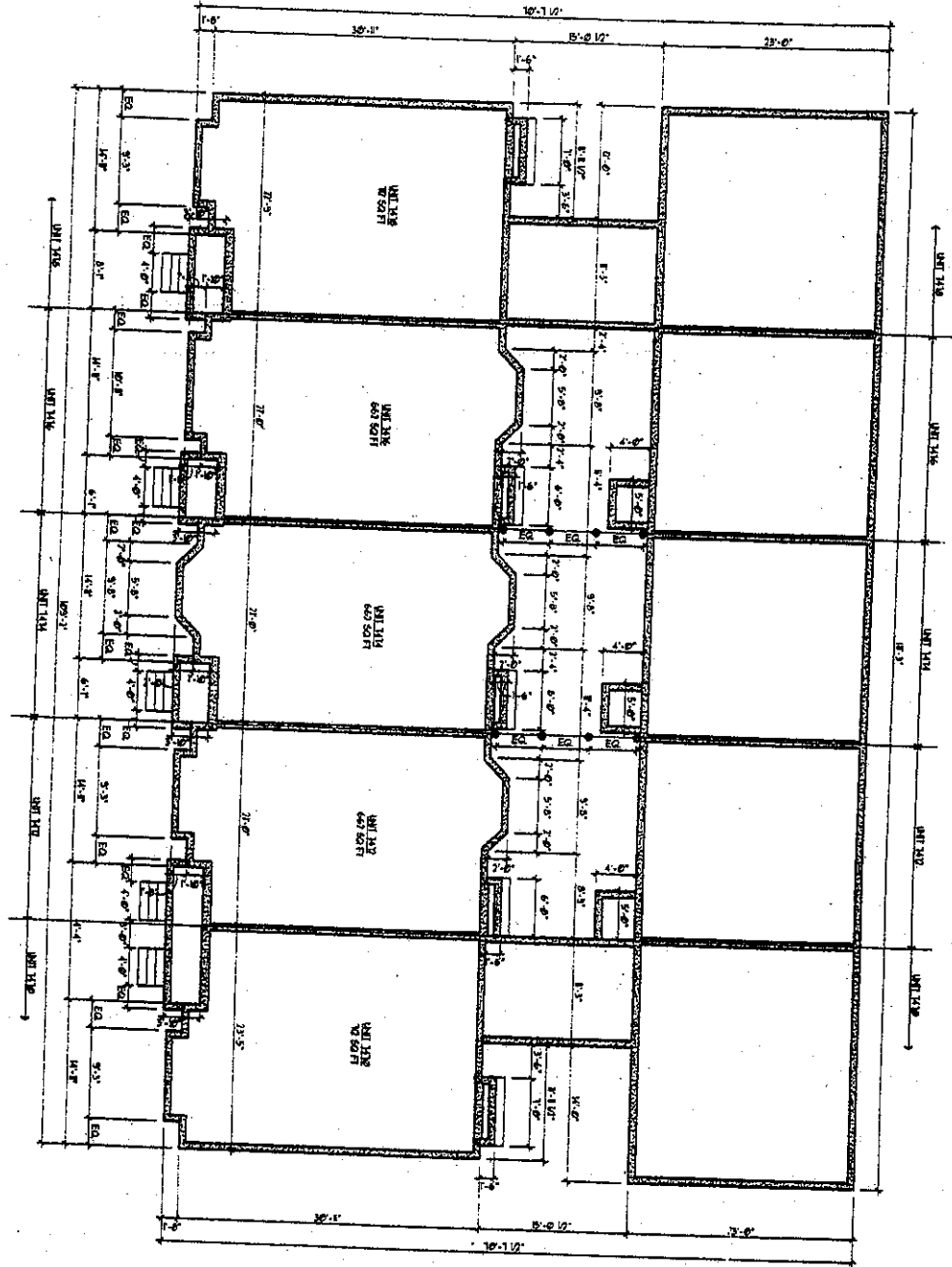
005245



SECOND FLOOR PLAN
SHEET 1 OF 2

UNIT 129
UNIT 130
UNIT 131
UNIT 132
UNIT 133

CONSTRUCTION AT 15
COUNTY COMMISSION
AT THE ORDINANCE



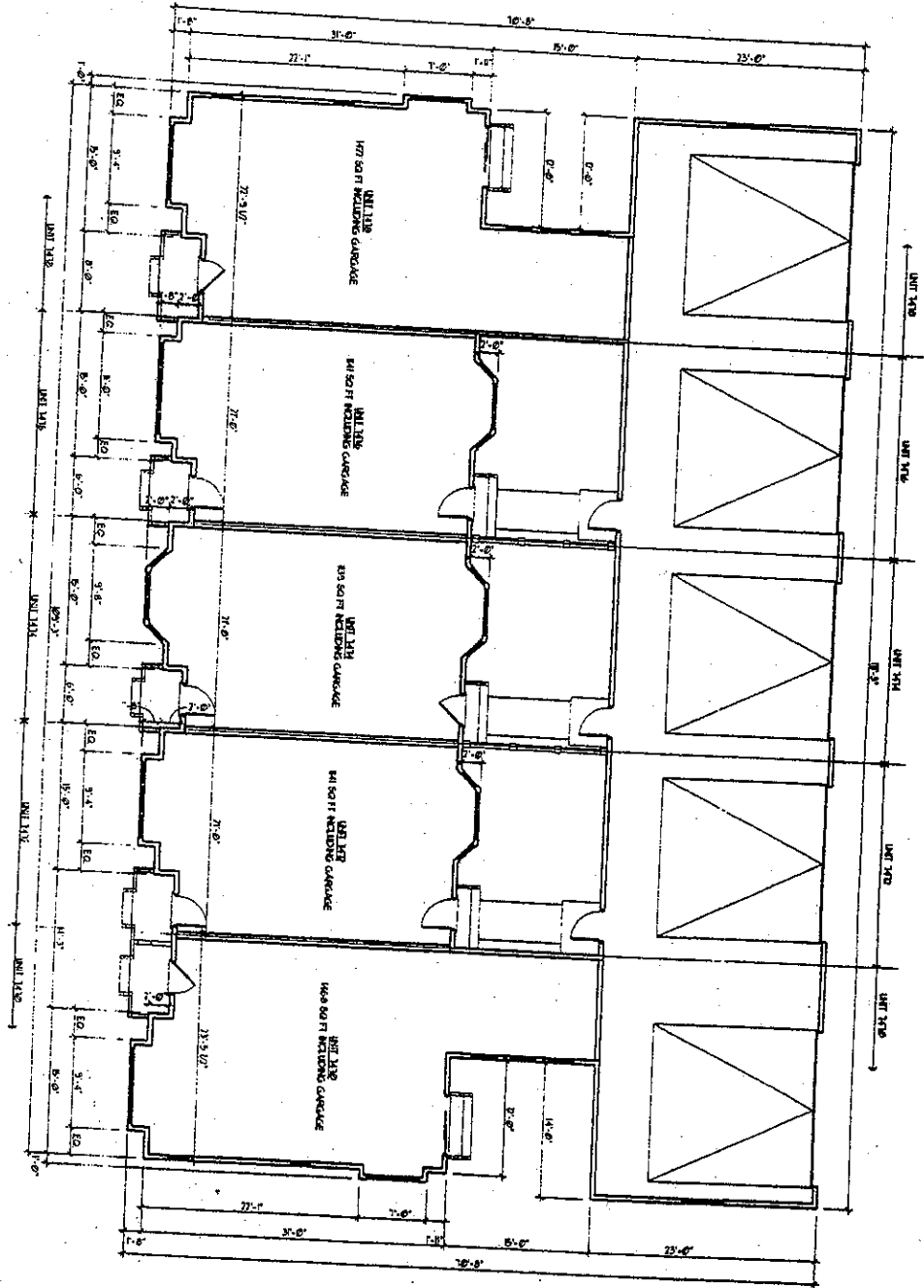
UNIT 101
11'-0" x 7'-5"

UNIT 102
11'-0" x 7'-5"

CONDOMINIUM
COUNT AND CONVEYANCE
AT THE CHANCERY
AND COURT HOUSE

EXHIBIT 1

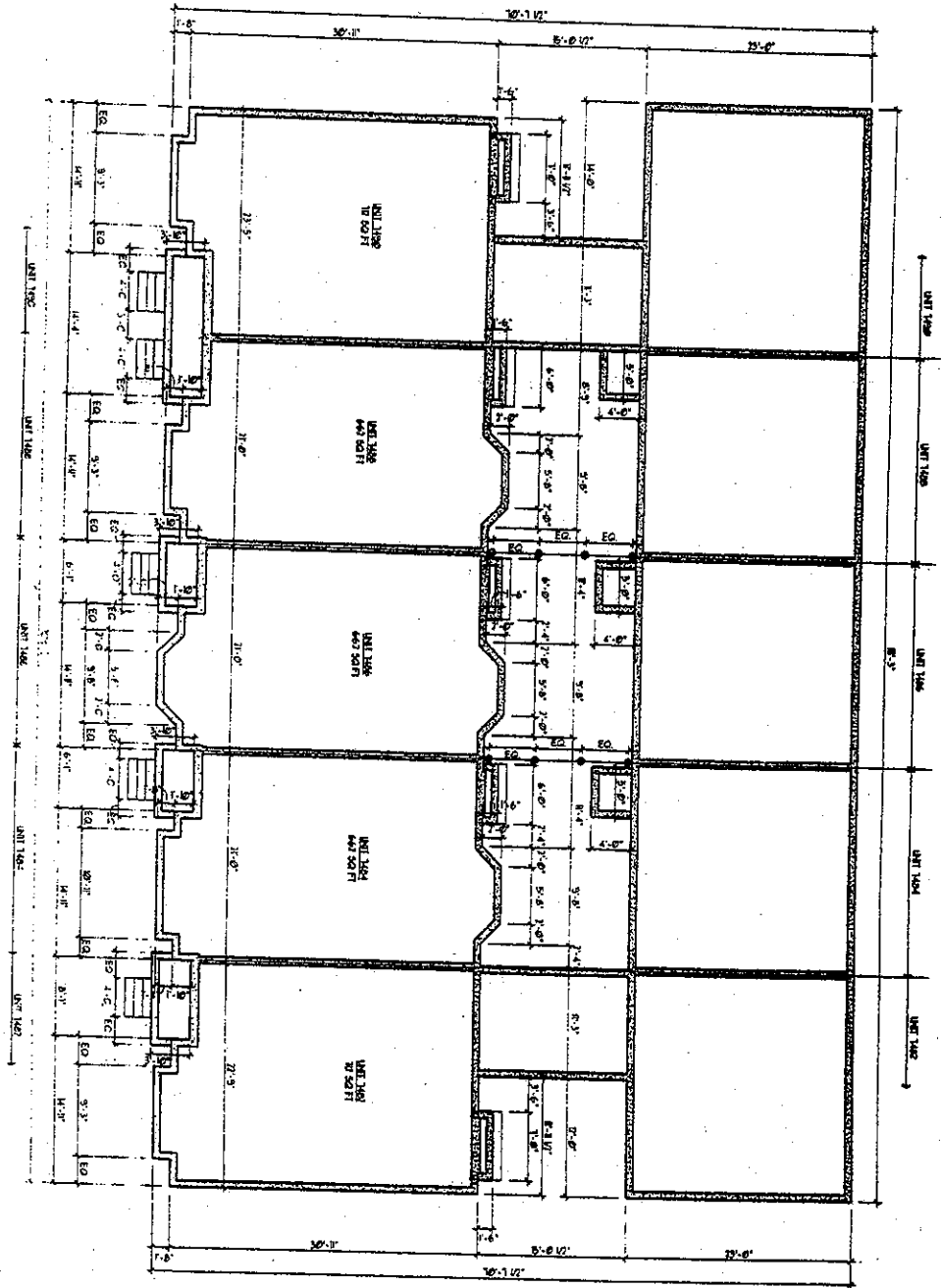
005247



FIRST FLOOR PLAN
SHEET D OF 25

UNIT 101 AND
UNIT 105 ARE
UNIT 102, 103, 104

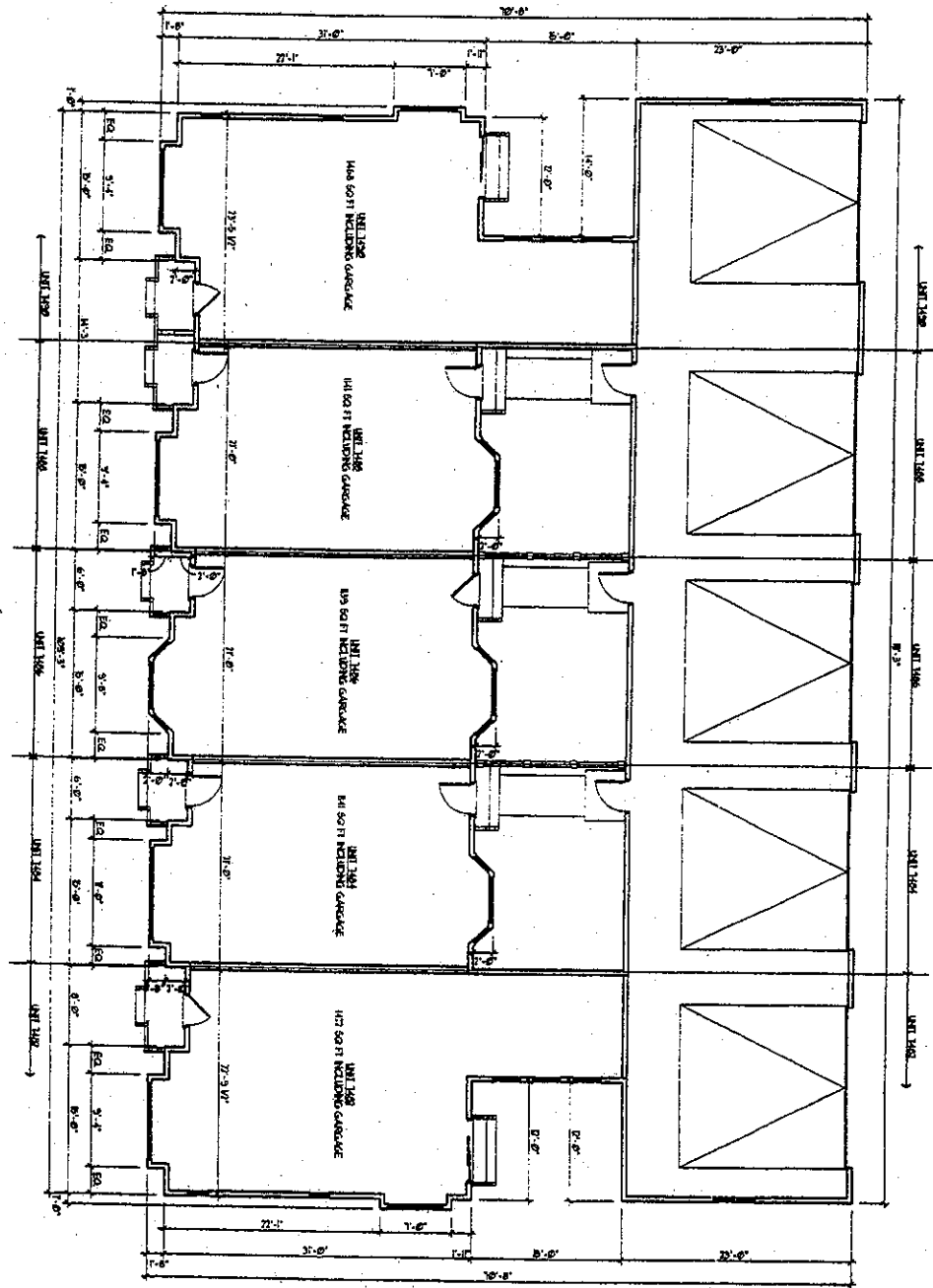
CONSTRUCTION OF
CONCRETE CONCRETE
AT THE CORNER
AND OTHER DETAILS



BASED UPON
SHEET B OF 73

UNIT 1392, 1393,
1394, 1395, 1396

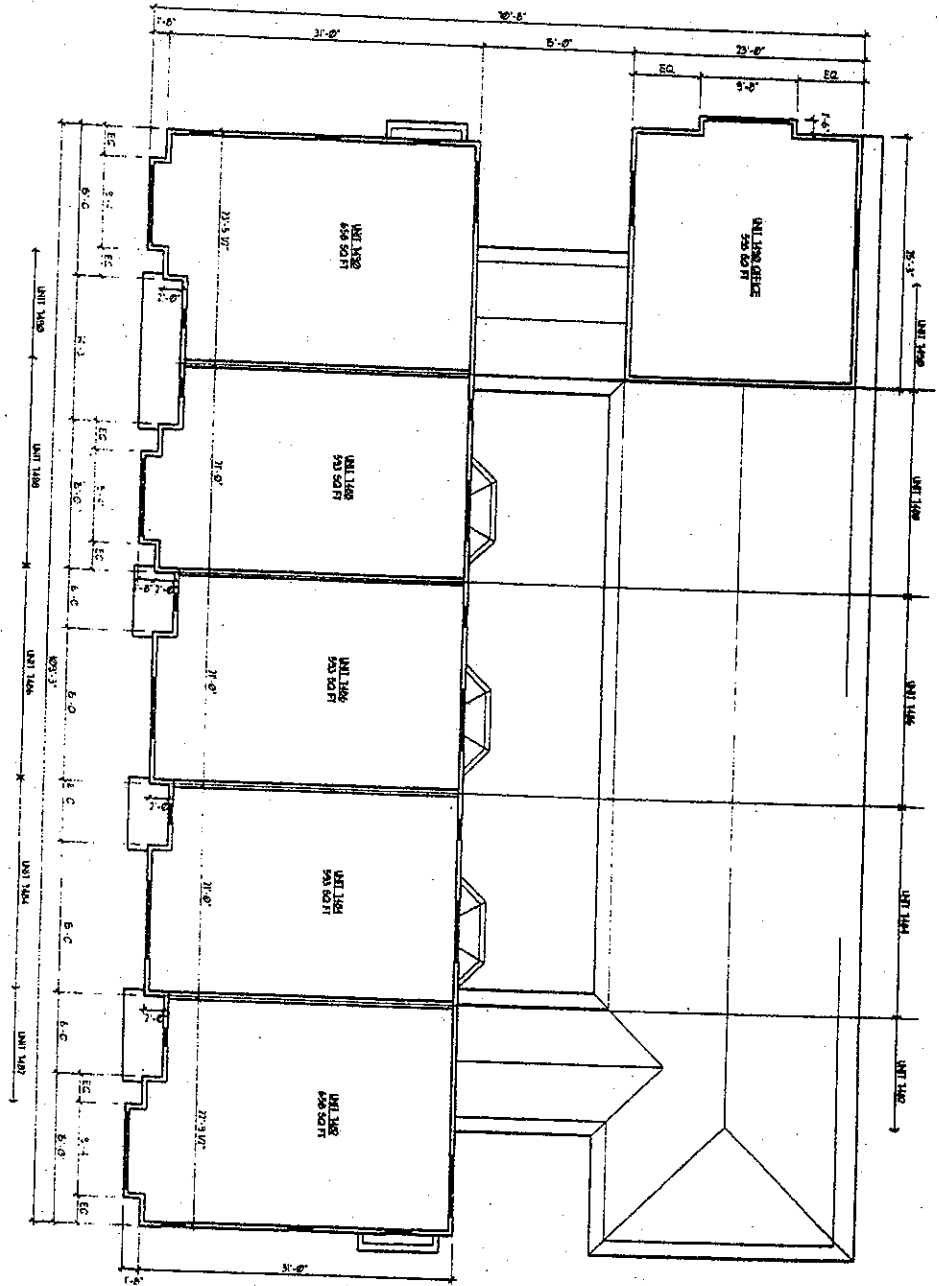
CONSTRUCTION OF
CONCRETE AND CONCRETE
AT THE CROSSING
AND THEREAFTER



FIRST FLOOR PLAN
SHEET 10 OF 25

DATE: 10/10/00
TIME: 10:00 AM

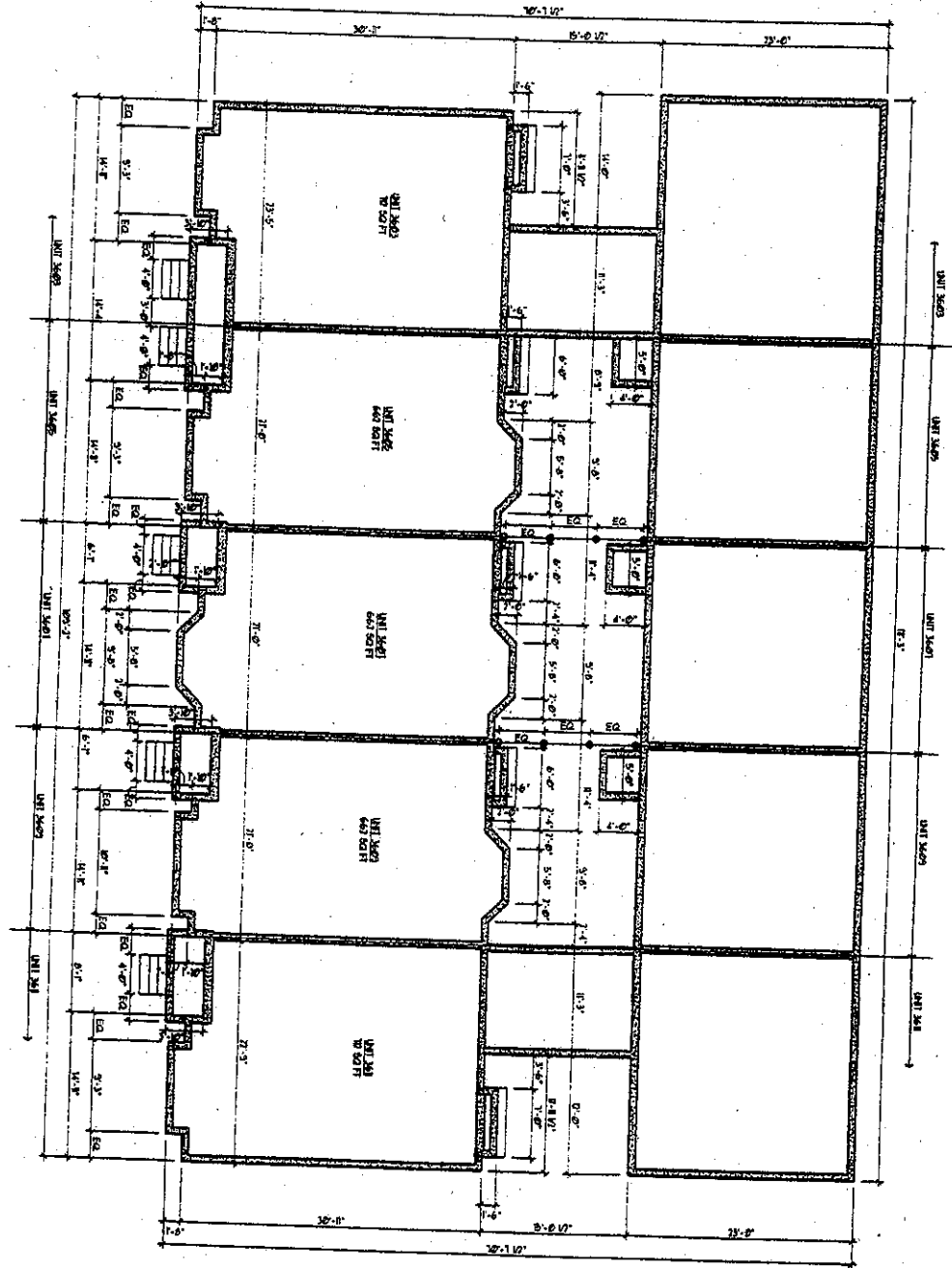
CONSTRUCTION
CONTRACT DOCUMENTS
AT THE CROSSING
AND OTHER SERVICES



SECOND FLOOR PLAN
SHEET 1 OF 1

UNIT 12A0, 12A1
12A2, 12A3, 12A4
12A5, 12A6, 12A7

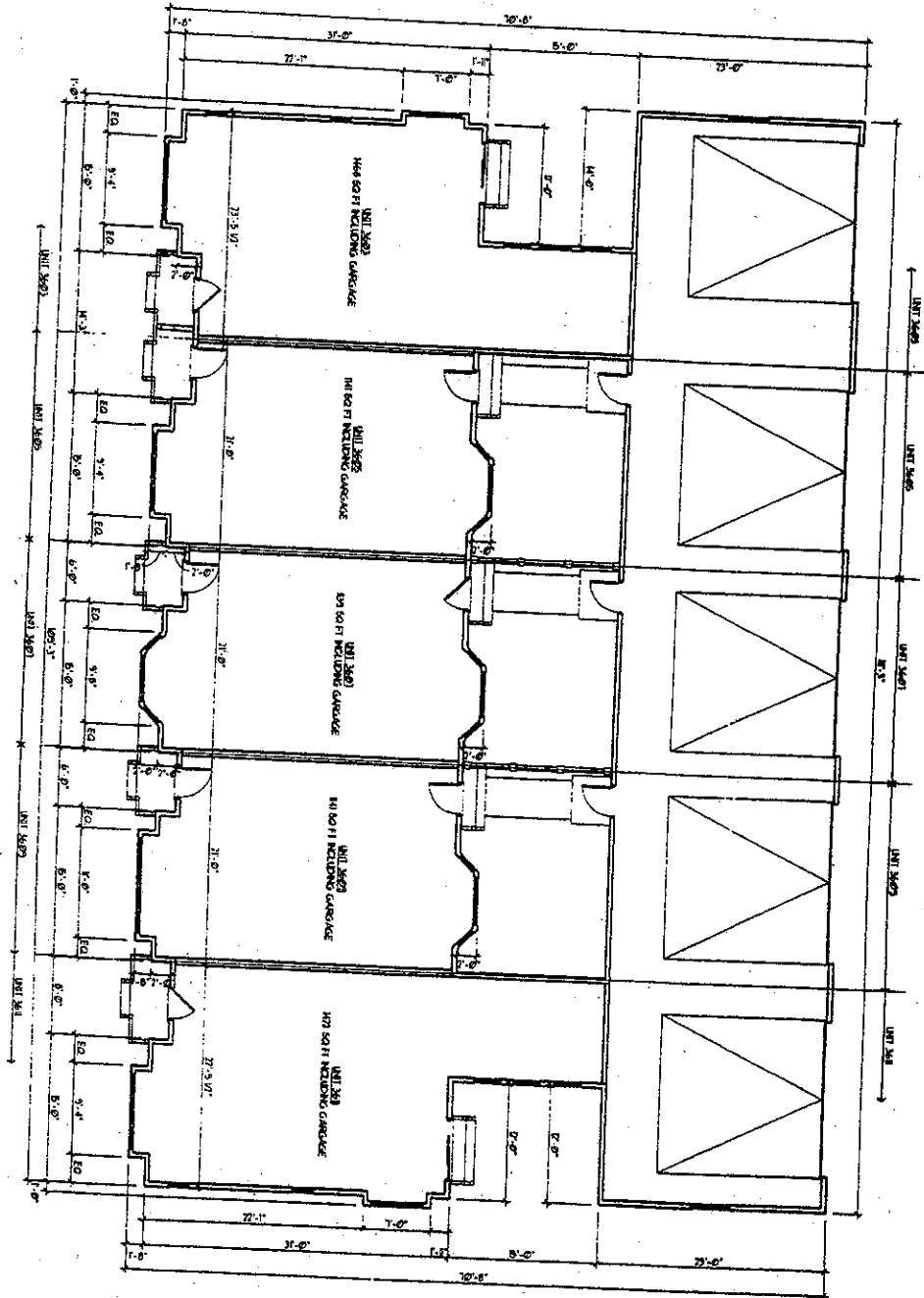
GOVERNMENT BUILDING
CONTRACT NO. 12-0000000000
AT THE CROSSING
AND OTHER BUILDINGS



RESIDENT PLAN
SHEET 9 OF 23

UNIT 304, 305,
306, 307

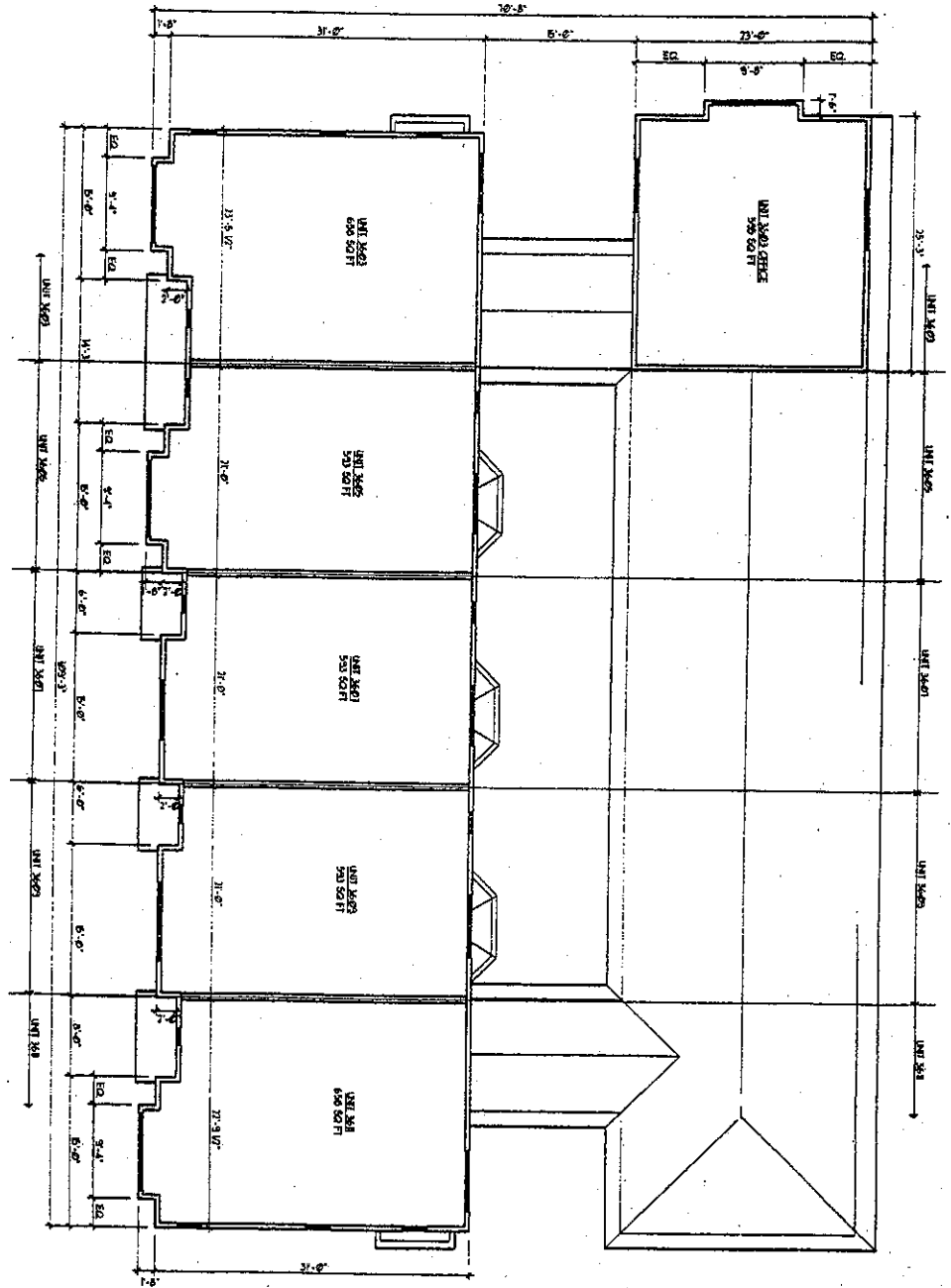
CONSTRUCTION AT
COUNTY AND CITY
AT THE CROSSING
AND DISTRICT



RESIDENTIAL PLAN
SECTION 07

UNIT 303
GARAGE

CONSTRUCTION
DRAWING
DATE: 10/10/03
BY: [Signature]



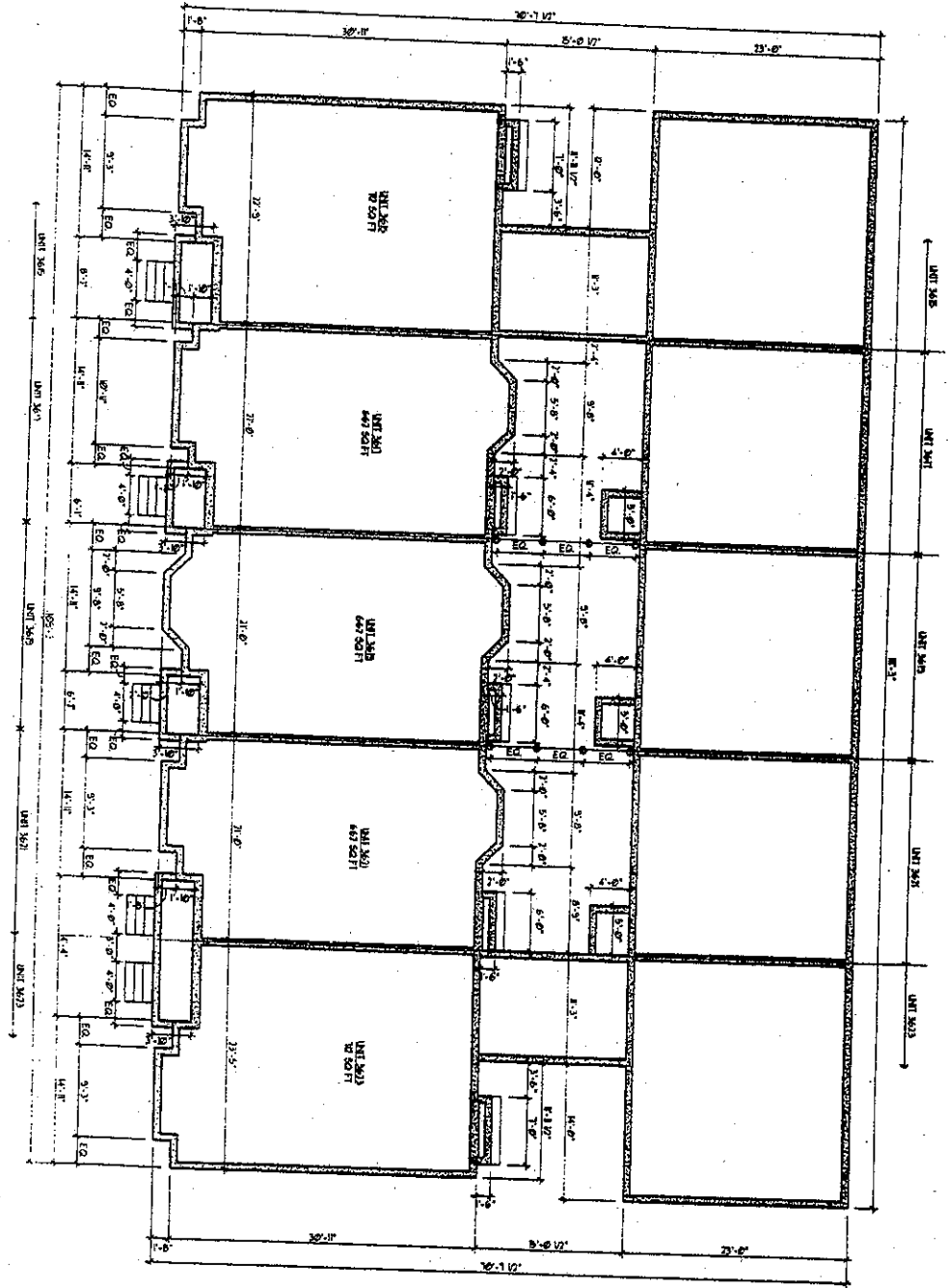
RECORD DRAWING
BY: [illegible]

UNIT 2000 450 SQ FT

GOVERNMENT USE ONLY
DO NOT WRITE IN THESE SPACES

EXHIBIT 1

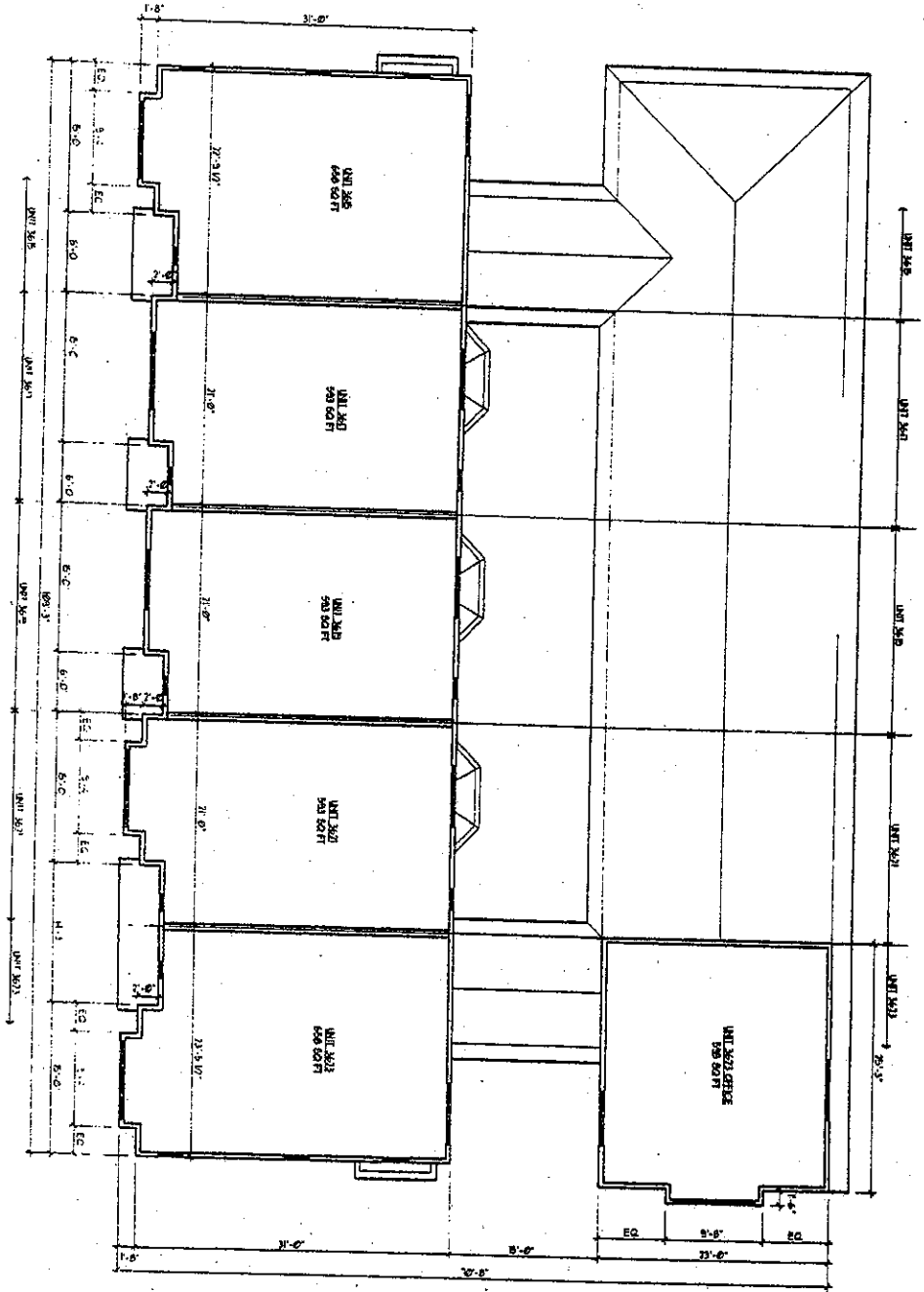
005255



DATE: 11-15-75

UNIT 365

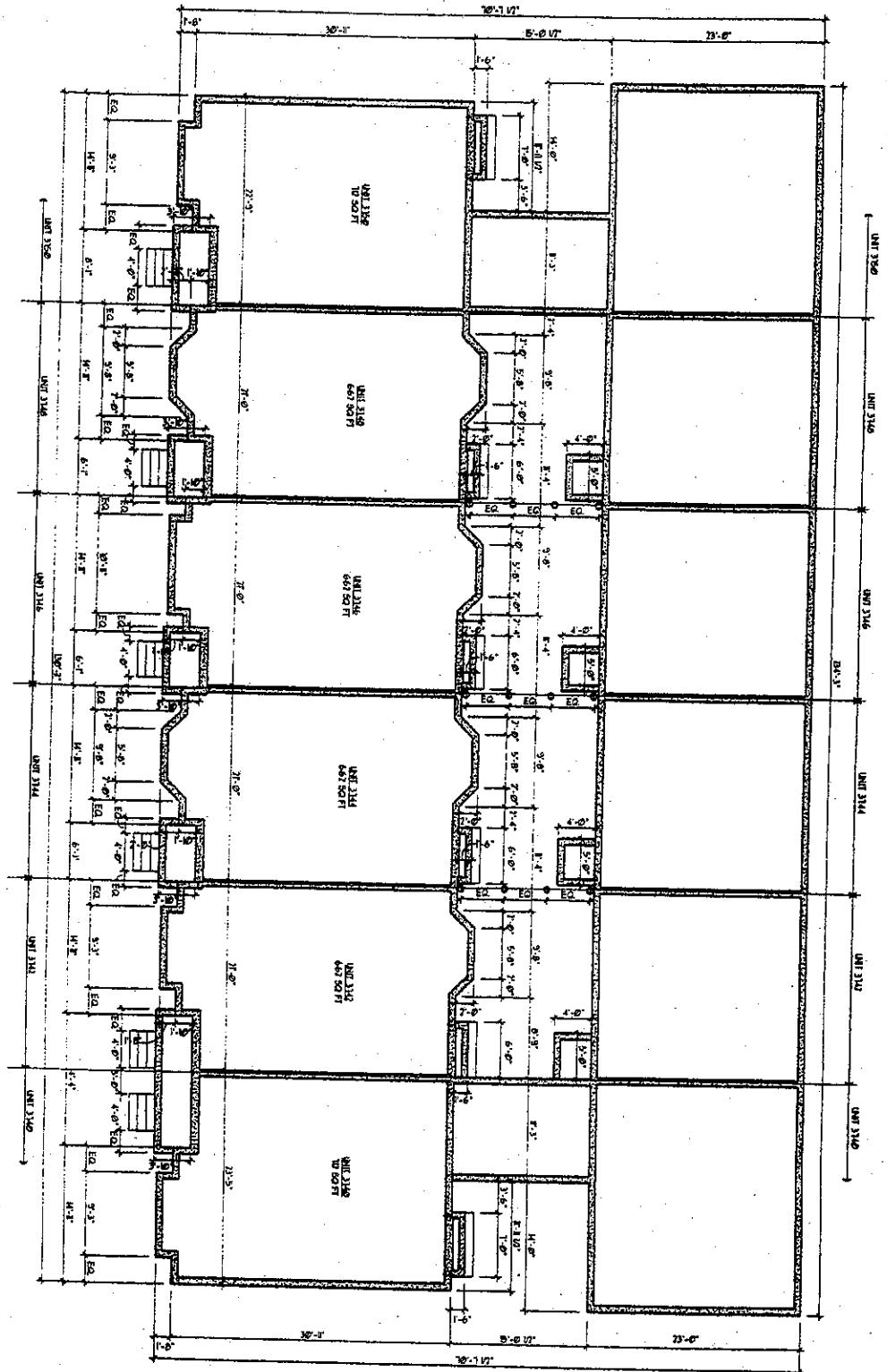
CONSTRUCTION
GENERAL CONTRACTOR
AT THE CORNER
OF 10th Street



SECOND FLOOR PLAN
SHEET 13 OF 21

UNIT 205, 201,
203, 202, 204

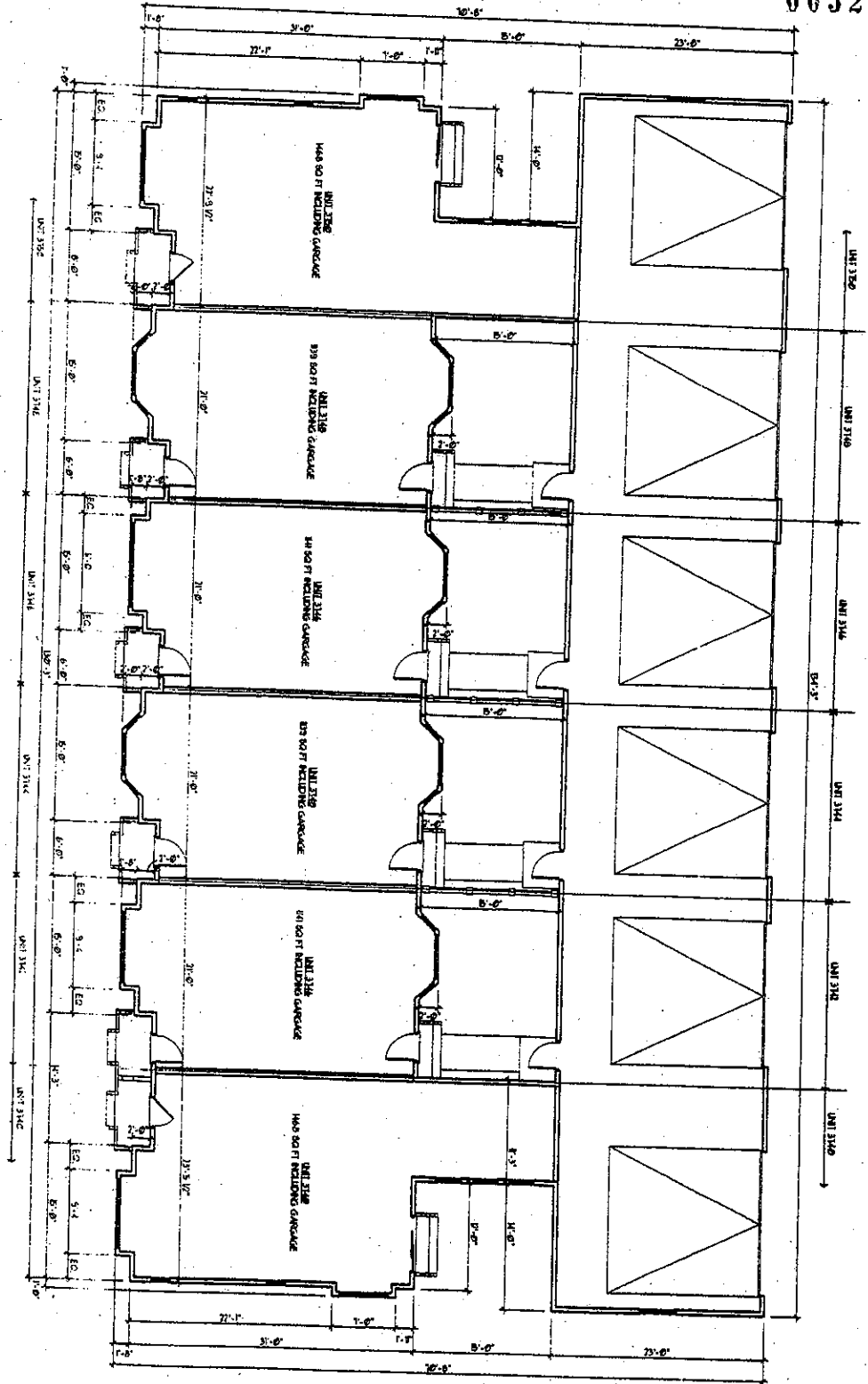
CONSTRUCTION OF
CONTRACT DOCUMENTS
AT THE CHICAGO
OFFICE OF THE ARCHITECT



CONSTRUCTION
CONTRACTOR
AT THE ADDRESS
AND CONTACT NUMBER

UNIT 2108, 10 SQ FT
UNIT 2109, 600 SQ FT
UNIT 2110, 667 SQ FT

CONSTRUCTION
CONTRACTOR
AT THE ADDRESS
AND CONTACT NUMBER



UNIT 2100 14'-0" x 23'-0" 145 SQ FT INCLUDING GARAGE

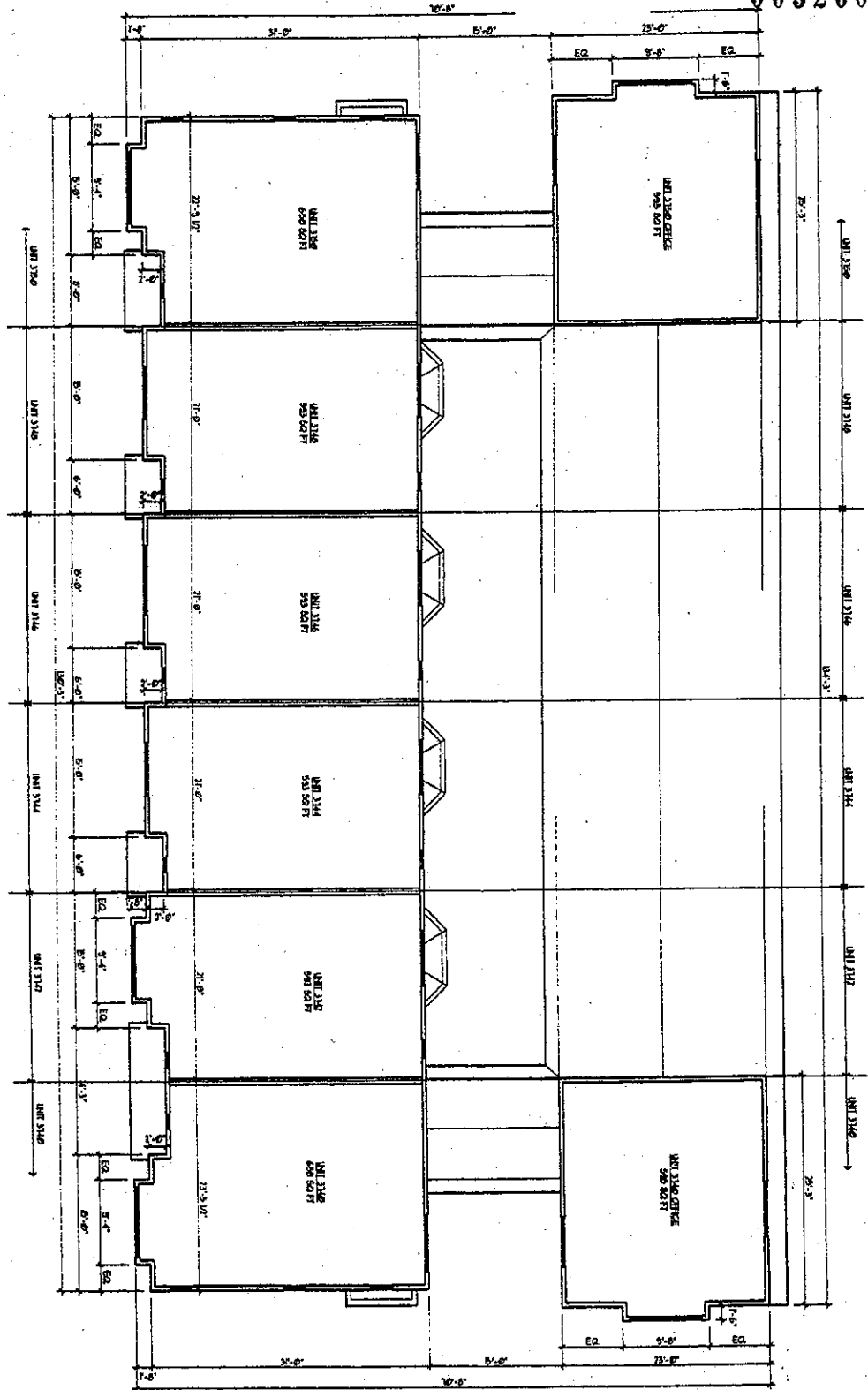
UNIT 2101 14'-0" x 23'-0" 139 SQ FT INCLUDING GARAGE

UNIT 2102 14'-0" x 23'-0" 140 SQ FT INCLUDING GARAGE

UNIT 2103 14'-0" x 23'-0" 141 SQ FT INCLUDING GARAGE

UNIT 2104 14'-0" x 23'-0" 145 SQ FT INCLUDING GARAGE

CONSTRUCTION
COUNTY AND CITY
AT THE CORNER
AND (SEE PLAN)



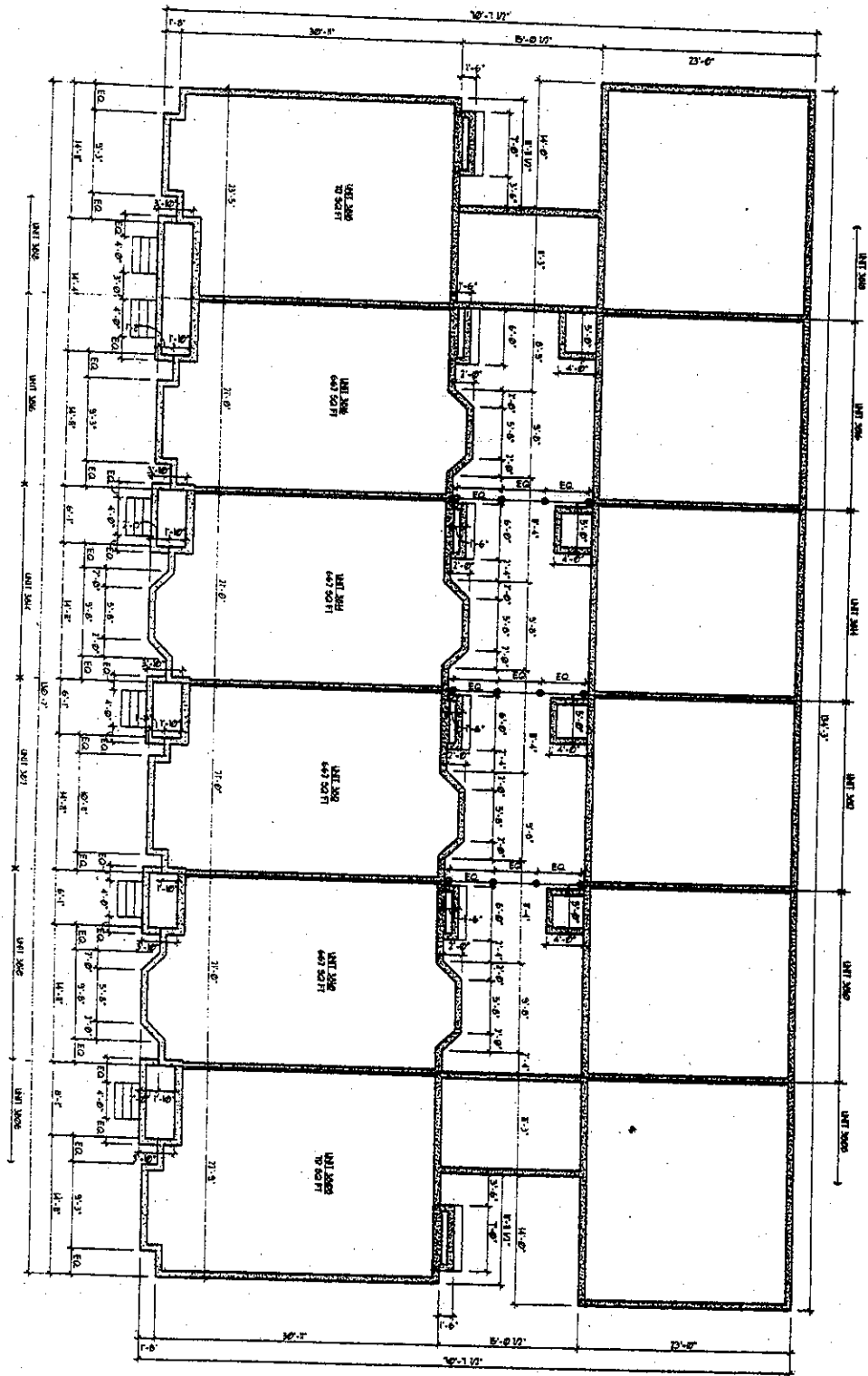
SECOND FLOOR PLAN
SHEET NO. OF 25

UNIT 1300, 1301, 1302, 1303, 1304
AREA 545.00 SQ. FT.

CONSTRUCTION OF
UNIT 1305, 1306
AREA 545.00 SQ. FT.

EXHIBIT 1

005261



UNIT NO. 206
31.5 SQ. FT.

UNIT NO. 207
31.0 SQ. FT.

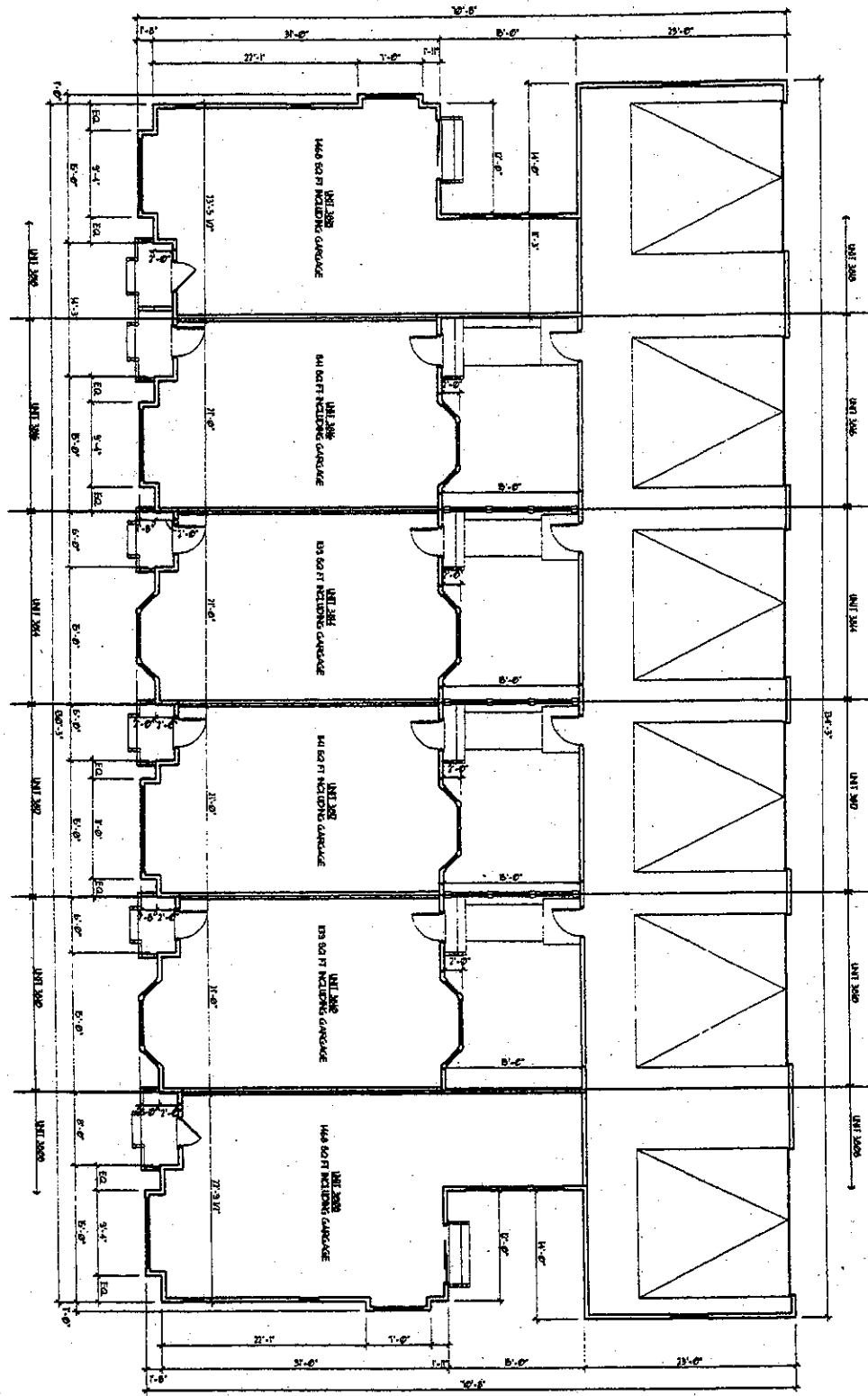
UNIT NO. 208
31.0 SQ. FT.

UNIT NO. 209
31.0 SQ. FT.

UNIT NO. 210
31.5 SQ. FT.

CONSTRUCTION
COURT/YARD CORNER
AT THE CROSSING
SEE THE OTHER SHEETS

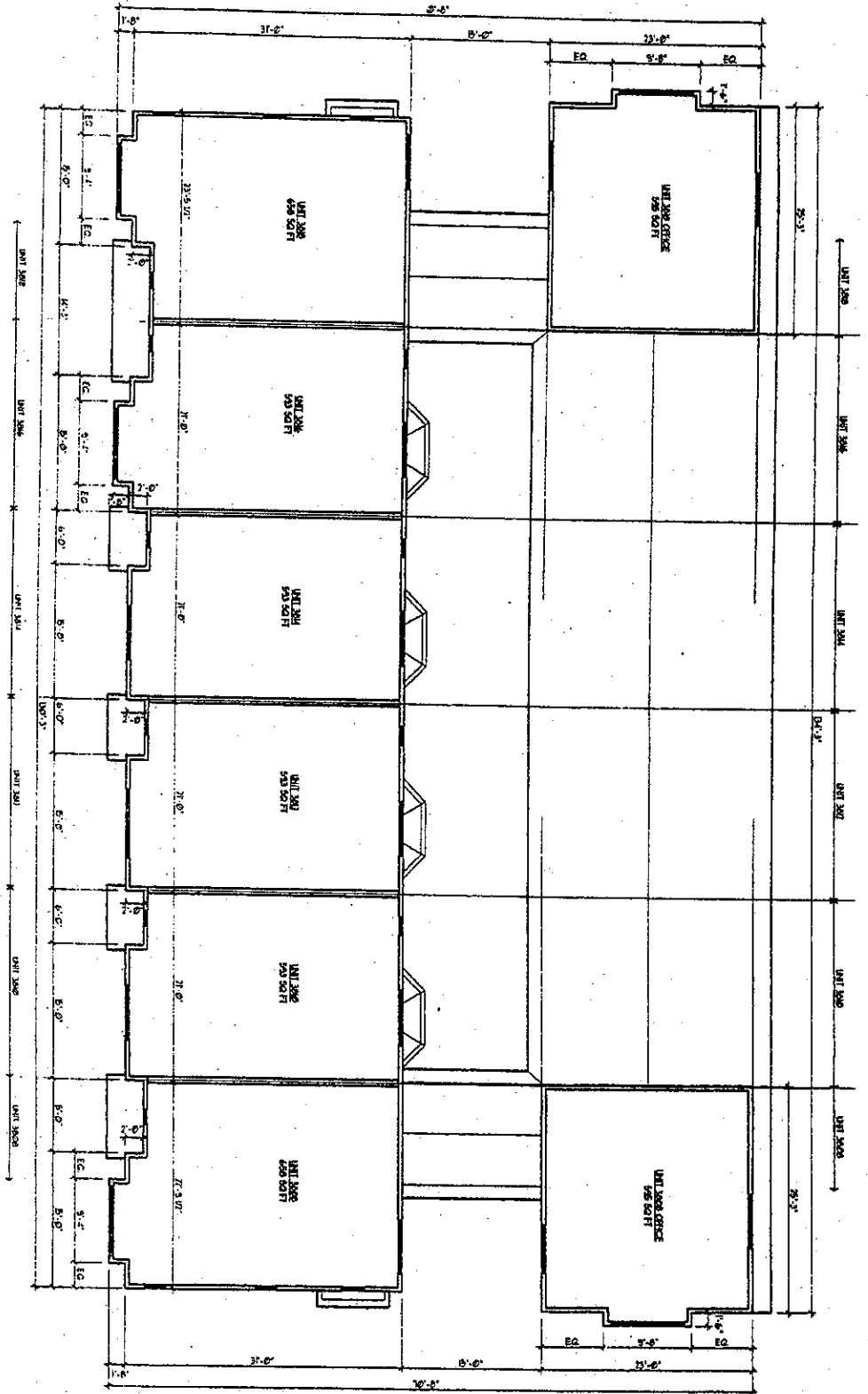
BASEMENT PLAN
SEE 71/072



RESIDENTIAL FLOOR PLAN
SHEET 20 OF 25

UNIT 208, 209, 210, 211, 212
SHEET 20 OF 25

CONSTRUCTION
AT THE CORNER
OF 10th & 11th
SHEET 20 OF 25



RECORDED & INDEXED

UNIT 200A, 200B, 2001, 2002, 2003, 2004, 2005, 2006

CONDOMINIUM AT THE CROSSING

**EXHIBIT 2
COURTYARD CONDOMINIUM AT THE CROSSING**

005264

**UNIT NUMBERS, ADDRESSES,
APPURTENANT COMMON ELEMENT OWNERSHIP AND EXPENSES**

Unit Number	Address	Approx. Square Footage	Common Element Ownership	Share of Common Expenses
7487	7487 East Pass, Madison WI 53719	2838	2.51%	2.51%
7485	7485 East Pass, Madison WI 53719	2396	2.12%	2.12%
7483	7483 East Pass, Madison WI 53719	2394	2.12%	2.12%
7481	7481 East Pass, Madison WI 53719	2396	2.12%	2.12%
7479	7479 East Pass, Madison WI 53719	2792	2.47%	2.47%
7475	7475 East Pass, Madison WI 53719	2785	2.47%	2.47%
7473	7473 East Pass, Madison WI 53719	2394	2.12%	2.12%
7471	7471 East Pass, Madison WI 53719	2396	2.12%	2.12%
7469	7469 East Pass, Madison WI 53719	2838	2.51%	2.51%
3818	3818 Mammoth Trail, Madison WI 53719	2838	2.51%	2.51%
3816	3816 Mammoth Trail, Madison WI 53719	2396	2.12%	2.12%
3814	3814 Mammoth Trail, Madison WI 53719	2394	2.12%	2.12%
3812	3812 Mammoth Trail, Madison WI 53719	2396	2.12%	2.12%
3810	3810 Mammoth Trail, Madison WI 53719	2394	2.12%	2.12%
3808	3808 Mammoth Trail, Madison WI 53719	2838	2.51%	2.51%
3803	3803 Ice Age Trail, Madison WI 53719	2785	2.47%	2.47%
3805	3805 Ice Age Trail, Madison WI 53719	2396	2.12%	2.12%
3807	3807 Ice Age Trail, Madison WI 53719	2785	2.47%	2.47%
3623	3623 Sabertooth Trail, Madison WI 53719	2838	2.51%	2.51%
3621	3623 Sabertooth Trail, Madison WI 53719	2396	2.12%	2.12%
3619	3619 Sabertooth Trail, Madison WI 53719	2394	2.12%	2.12%
3617	3617 Sabertooth Trail, Madison WI 53719	2396	2.12%	2.12%
3615	3615 Sabertooth Trail, Madison WI 53719	2792	2.47%	2.47%
3611	3611 Sabertooth Trail, Madison WI 53719	2792	2.47%	2.47%
3609	3609 Sabertooth Trail, Madison WI 53719	2396	2.12%	2.12%
3607	3607 Sabertooth Trail, Madison WI 53719	2394	2.12%	2.12%
3605	3605 Sabertooth Trail, Madison WI 53719	2396	2.12%	2.12%
3603	3603 Sabertooth Trail, Madison WI 53719	2838	2.51%	2.51%
3740	3740 Mammoth Trail, Madison WI 53719	2838	2.51%	2.51%
3742	3742 Mammoth Trail, Madison WI 53719	2396	2.12%	2.12%
3744	3744 Mammoth Trail, Madison WI 53719	2394	2.12%	2.12%
3746	3746 Mammoth Trail, Madison WI 53719	2396	2.12%	2.12%
3748	3748 Mammoth Trail, Madison WI 53719	2394	2.12%	2.12%
3750	3750 Mammoth Trail, Madison WI 53719	2838	2.51%	2.51%
7478	7478 East Pass, Madison WI 53719	2792	2.47%	2.47%
7476	7476 East Pass, Madison WI 53719	2396	2.12%	2.12%
7474	7474 East Pass, Madison WI 53719	2394	2.12%	2.12%
7472	7472 East Pass, Madison WI 53719	2396	2.12%	2.12%
7470	7470 East Pass, Madison WI 53719	2838	2.51%	2.51%
7490	7490 East Pass, Madison WI 53719	2838	2.51%	2.51%
7488	7488 East Pass, Madison WI 53719	2396	2.12%	2.12%
7486	7486 East Pass, Madison WI 53719	2394	2.12%	2.12%
7484	7484 East Pass, Madison WI 53719	2396	2.12%	2.12%
7482	7482 East Pass, Madison WI 53719	2792	2.47%	2.47%

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
COURTYARD CONDOMINIUM
AT THE CROSSING**

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3750668

07/03/2003 03:26:50PM

Trans. Fee:
Exempt #:

Rec. Fee: 19.00
Pages: 5

005961

Return To:
Kay A. Millonzi, Esq.
Midland Builders, Inc.
6709 Raymond Rd.
Madison, WI 53719

SEE ATTACHED PARCEL LIST
Parcel Identification Number

WHEREAS, Midland Builders, Inc., the Declarant of the above Condominium, caused to be placed of record at the Dane County Register of Deeds the Declaration of Condominium for the above Condominium (the "Declaration"). Said Declaration was recorded on March 11, 2003 as Document No. 3668775.

WHEREAS, Midland Builders, Inc., as of the date hereof, pursuant to the Declaration, has the right to exercise the powers and responsibilities of the Courtyard Condominium at The Crossing Home Owners Association, Inc. (the "Association".) which includes the right to amend the Declaration;

WHEREAS, Midland Builders, Inc. desires to amend certain provisions of the Declaration;

NOW THEREFORE, Midland Builders, Inc. does hereby, for itself, its successors and assigns, amend said Declaration as follows:

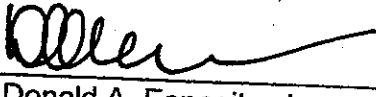
1. Paragraph 11.01 Property Insurance. Shall be replaced with the following:

11.01 Property Insurance. The Association shall obtain and maintain insurance for the Condominium, including the Common Elements, Limited Common Elements and the Units, covering such perils of fire and wind damage, vandalism, and malicious mischief on a repair and replacement cost basis for an amount not less than the full replacement value of the insured property. Unit Owners shall be responsible for any insurance on their personal property not included in the definition of Unit herein. The Association shall be the named insured as trustee for each of the Unit Owners in the percentages established in this Declaration and the Mortgagees of Units shall be listed as additional insureds. For purposes 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.

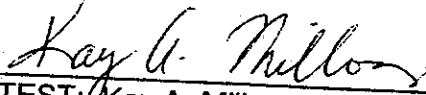
Except as herein specifically amended, all other terms conditions, covenants and restrictions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, this Amendment to the Declaration has been executed
this 23rd day of June, 2003.

MIDLAND BUILDERS, INC.



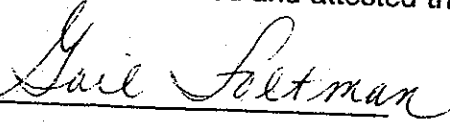
BY: Donald A. Esposito, Jr.
Executive Vice President



ATTEST: Kay A. Millonzi
Corporate Counsel

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 23rd day of June, 2003, the above named Donald A. Esposito, Jr., and Kay A. Millonzi as agents of Midland Builders, Inc. to me known to be the persons who executed and attested the forgoing Declaration, and acknowledge the same.



GAIL FOLTMAN
Printed Name

Notary Public, State of Wisconsin, County of Dane

My Commission Expires 7/25/07

ATTN: GAIL F.

001

005963

MORTGAGEE'S CONSENT

FIRST BUSINESS BANK hereby consents to the forgoing Declaration of ^{Courtyard} ~~Hawks Woods~~ Condominium at The Crossing.

BANK ONE, WISCONSIN

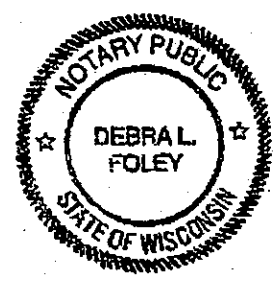
BY: [Signature]
Stephen Prestegard, Vice President

ATTEST: [Signature]
STEVE KINDSTROM-VICE PRESIDENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me on this 2 day of July, 2003, the above named Stephen Prestegard To me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

[Signature]
Name:
Notary Public
Dane County, WI
My commission expires: 9-25-2005



Drafted by:
Kay A. Millonzi, Esq.
6709 Raymond Road
Madison, WI 53719

0608-114

2003

COURTYARD CONDOMINIUM AT THE CROSSING

OUT OF 608-114-1413-9 & 0501-3

COMMERCIAL AREA 921

CONDOMINIUM AREA 558

MADISON SCHOOL DISTRICT

NOTATION PARCEL 0608-114-1413-9 & 0501-3

COMPLETED 06/02/2003

UNIT #	PARCEL #	STREET ADDRESS	PRO LAND	PRO IMPR	PRORATED TOTAL
7487	0608-114-2001-1	7487 EAST PASS	13,500	0	13,500
7485	0608-114-2002-9	7485 EAST PASS	11,300	0	11,300
7483	0608-114-2003-7	7483 EAST PASS	11,300	0	11,300
7481	0608-114-2004-5	7481 EAST PASS	11,300	0	11,300
7479	0608-114-2005-3	7479 EAST PASS	13,300	0	13,300
7475	0608-114-2006-1	7475 EAST PASS	13,300	0	13,300
7473	0608-114-2007-9	7473 EAST PASS	11,300	0	11,300
7471	0608-114-2008-7	7471 EAST PASS	11,300	0	11,300
7469	0608-114-2009-5	7469 EAST PASS	13,500	0	13,500
3818	0608-114-2010-2	3818 MAMMOTH TRL	13,500	0	13,500
3816	0608-114-2011-0	3816 MAMMOTH TRL	11,300	0	11,300
3814	0608-114-2012-8	3814 MAMMOTH TRL	11,300	0	11,300
3812	0608-114-2013-6	3812 MAMMOTH TRL	11,300	0	11,300
3810	0608-114-2014-4	3810 MAMMOTH TRL	11,300	0	11,300
3808	0608-114-2015-2	3808 MAMMOTH TRL	13,500	0	13,500
3803	0608-114-2016-0	3803 ICE AGE TRL	13,200	0	13,200
3805	0608-114-2017-8	3805 ICE AGE TRL	11,300	0	11,300
3807	0608-114-2018-6	3807 ICE AGE TRL	13,200	0	13,200
3623	0608-114-2101-9	3623 SABERTOOTH TRL	9,700	0	9,700
3621	0608-114-2102-7	3621 SABERTOOTH TRL	8,200	0	8,200
3619	0608-114-2103-5	3619 SABERTOOTH TRL	8,200	0	8,200
3617	0608-114-2104-3	3617 SABERTOOTH TRL	8,200	0	8,200
3615	0608-114-2105-1	3615 SABERTOOTH TRL	9,500	0	9,500
3611	0608-114-2106-9	3611 SABERTOOTH TRL	9,500	0	9,500
3609	0608-114-2107-7	3609 SABERTOOTH TRL	8,200	0	8,200
3607	0608-114-2108-5	3607 SABERTOOTH TRL	8,200	0	8,200
3605	0608-114-2109-3	3605 SABERTOOTH TRL	8,200	0	8,200
3603	0608-114-2110-0	3603 SABERTOOTH TRL	9,700	0	9,700
3740	0608-114-2111-8	3740 MAMMOTH TRL	9,700	0	9,700
3742	0608-114-2112-6	3742 MAMMOTH TRL	8,200	0	8,200
3744	0608-114-2113-4	3744 MAMMOTH TRL	8,200	0	8,200
3746	0608-114-2114-2	3746 MAMMOTH TRL	8,200	0	8,200
3748	0608-114-2115-0	3748 MAMMOTH TRL	8,200	0	8,200
3750	0608-114-2116-8	3750 MAMMOTH TRL	9,700	0	9,700
7478	0608-114-2117-6	7478 EAST PASS	9,500	0	9,500

7476	0608-114-2118-4	7476 EAST PASS	8,200	0	8,200
7474	0608-114-2119-2	7474 EAST PASS	8,200	0	8,200
7472	0608-114-2120-9	7472 EAST PASS	8,200	0	8,200
7470	0608-114-2121-7	7470 EAST PASS	9,700	0	9,700
7490	0608-114-2122-5	7490 EAST PASS	9,700	0	9,700
7488	0608-114-2123-3	7488 EAST PASS	8,200	0	8,200
7486	0608-114-2124-1	7486 EAST PASS	8,200	0	8,200
7484	0608-114-2125-9	7484 EAST PASS	8,200	0	8,200
7482	0608-114-2126-7	7482 EAST PASS	9,500	0	9,500

NOTATION PARCEL "A"	0608-114-0501-3	7466 EAST PASS
NOTATION PARCEL "B"	0608-114-1413-9	3802 MAMMOTH TRL

