

GRANDVIEW NORTHEAST CONDOMINIUMS

6126 Driscoll Drive	6152 Driscoll Drive	6178 Driscoll Drive
6128 Driscoll Drive	6154 Driscoll Drive	6180 Driscoll Drive
6130 Driscoll Drive	6156 Driscoll Drive	6182 Driscoll Drive
6132 Driscoll Drive	6158 Driscoll Drive	6184 Driscoll Drive
6134 Driscoll Drive	6160 Driscoll Drive	6186 Driscoll Drive
6136 Driscoll Drive	6162 Driscoll Drive	6188 Driscoll Drive
6138 Driscoll Drive	6164 Driscoll Drive	6190 Driscoll Drive
6140 Driscoll Drive	6166 Driscoll Drive	6192 Driscoll Drive

Madison, WI

CONDOMINIUM DISCLOSURE MATERIALS

Pursuant to Chapter 703 Wisconsin Statutes

**Declarant: VH GVC NE, LLC
c/o DSI Real Estate Group, Inc.
708 River Place
Madison, WI 53716**

- 1) THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**

 - 2) THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**

 - 3) YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME, WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**
-

ACKNOWLEDGEMENT OF RECEIPT:

The undersigned hereby acknowledges receipt of a copy of the following Condominium Disclosure Materials for Grandview Northeast Condominiums this ____ day of _____, 20__.

____ Declaration of Condominium
____ Articles of Incorporation
____ Contracts or Leases

____ Bylaws
____ Budget
____ Other _____

Signed

Signed

Printed Name

Printed Name

GRANDVIEW NORTHEAST CONDOMINIUMS

The disclosure materials the Seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits. Each section described in this Index can be found at the corresponding tab of the disclosure materials except as otherwise indicated.

INDEX

- 1) **EXECUTIVE SUMMARY.** The Executive Summary for the Condominium, required under S. 703.33(1)(h) Wis. Stats., is a brief and concise summary of certain provisions of the Disclosure Materials. It is not to be relied upon as correct or binding, and for a complete understanding of the Executive Summary and the matters which are touched upon in it, please review the particular provisions of the Disclosure Materials appearing below.
- 2) **DECLARATION.** The Declaration establishes and describes the Condominium, the Units and the Common Elements.
- 3) **BY-LAWS.** The Condominium, in general, is governed by a Wisconsin Non-Stock Corporation, known as The Grandview Commons Homeowners Association, Inc. (hereinafter “ **Association**”). The Association has adopted By-Laws containing rules which govern the Condominium and affect the rights and responsibilities of Unit Owners.
- 4) **ARTICLES OF INCORPORATION.** The operation of the Condominium is governed by the Association of which each Unit Owner is a member. The powers, duties, and operation of the Association are specified in its Articles of Incorporation. A copy is attached.
- 5) **MANAGEMENT OR EMPLOYMENT CONTRACTS AND LEASES.** DSI Real Estate Group, Inc., a Wisconsin Corporation affiliated with the Declarant, will be the manager of the Association and the Condominium. The Association will pay a management fee to the Manager under a written management agreement for management of the Association and the Condominium. A copy of the management agreement is attached.
- 6) **ANNUAL OPERATING BUDGET.** The estimated, initial annual operating budget for the purpose of paying common expenses that are the responsibility of the Unit Owners under the Declaration is included herein.
- 7) **EXPANSION PLANS.** The total number of units after expansion is completed shall be twenty four (24) residential units. The Declarant has reserved the maximum period of time under S. 703.26 Wis. Stats. to complete expansion. Under Wis. Stat. § 703.26(2)(d), the Declarant may expand the Condominium during a period of time ending ten (10) years from the date of recording of the Declaration.
- 8) **FLOOR PLAN AND MAP.** The Declarant has provided and has included herein a floor

plan of the Units and a map of the Condominium which shows the location of the Units and all facilities and the common elements which are a part of the Condominium.

- 9) **RULES AND REGULATIONS.** The ownership of a Unit in the Condominium will be subject to certain rules and regulations. The initial rules and regulations of the Condominium are attached hereto.
- 10) **ADDITIONAL MATTERS.** The conveyance of a Unit to a Unit Owner will be subject to the following exceptions:
- A. General taxes and special assessments not yet due and payable.
 - B. Easements and rights in favor of gas, electric, telephone, water, sewer, cable television and other utilities and utility providers.
 - C. All other easements, covenants, and restrictions of record;
 - D. All municipal, zoning and building ordinances; and
 - E. All other governmental laws and regulations applicable to the Condominium.

GRANDVIEW NORTHEAST CONDOMINIUMS EXECUTIVE SUMMARY

Pursuant to Section 703.33(1)(h) of the Wisconsin Statutes, this is the Executive Summary for Grandview Northeast Condominiums, furnished by the Declarant, VH GVC NE, LLC, a Wisconsin limited liability company. This Executive Summary is dated as of the _____ day of _____, 20__.

1. **Condominium Identification.** The name of the Condominium is Grandview Northeast Condominiums.
2. **Expansion Plans.** The total number of units after expansion is completed shall be twenty four (24) residential units. The Declarant intends to complete expansion of the Condominium as soon as possible, but has reserved the maximum period of time under Wis. Stats. § 703.26 to complete expansion. Under Wis. Stats. § 703.26(2)(d), the Declarant may expand the Condominium during a period of time ending ten (10) years from the date of recording of the Declaration.
3. **Governance.** The name and address of the condominium association is The Grandview Commons Homeowners Association, Inc., Attn: Shandar Hoagland, c/o DSI Real Estate Group, Inc., 708 River Place, Madison, WI 53716 (the “**Association**”). An affiliate of the Declarant, DSI Real Estate Group, Inc. (“**DSI**”) will be the manager of the Association and the Condominium. A management fee will be paid by the Association to DSI for such services. There is a written management agreement with DSI for management of the Association. The name, address and telephone number of the persons who may be contacted regarding the Condominium are:

Shandar Hoagland
c/o DSI Real Estate Group, Inc.
708 River Place
Madison, WI 53716
Phone: (608) 226-3089
Email: shoagland@dsirealestate.com

4. **Special Amenities.** Each Unit in the Condominium has an attached garage.
5. **Maintenance.** Each Unit Owner shall be responsible for the maintenance and repair of the Units owned by the Unit Owner, as described in Section 9.1 of the Declaration, and all equipment, fixtures and appurtenances to such Units.
6. **Maintenance, Repair and Replacement of Common Elements and Limited Common Elements.** The Association shall be responsible for the maintenance, repair and replacement of the Common Elements as described in the Declaration. The cost and expense of such repairs and replacements will be funded from a combination of Unit Owner assessments and reserve funds, as determined by the Association from time to time.

7. **Rental of Units.** Unit Owners may lease their Units provided such Unit Owners comply with all of the terms and conditions set forth in Section 21.16 of the Declaration and any rules and regulations regarding the leasing of Units adopted by the Association from time-to-time.
8. **Alterations.** A Unit Owner may make improvements or alterations within his or her Unit, provided such improvements and alterations comply with all of the terms and conditions set forth in the Declaration, including the terms and conditions set forth in Section 10.1 of the Declaration.
9. **Parking.** Garages and driveways are included with each Unit.
10. **Pets.** Pursuant to Section 21.13 of the Declaration, pets are permitted, but are strictly subject to rules and regulations adopted by the Board of Directors of the Association from time-to-time. Ownership by Unit Owners of less common pets such as ferrets, lizards and birds, will be reviewed by the Declarant and the Association's Board of Directors on a case by case basis.
11. **Reserves.** As is reflected in the annual budget, which is made a part of the Disclosure Materials provided herein, the Association shall specially assess each Unit annually to fund (i) maintenance to the Common Elements, including snow removal, and (ii) a reserve fund for further repair and replacement of the Common Elements, in such amounts as determined by the Association. The reserve account is not a statutory reserve account under Section 703.163 of the Wisconsin Statute; rather, it is managed pursuant to the provisions set forth in the Declaration and the By-laws of the Association. The amount of the reserve balance is \$1,000.00. The current amount of this special assessment is \$125.00 annually.
- 11m. **Fees on New Units.** Pursuant to Section 14.1 of the Declaration, during the period of Declarant control, any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold. The total amount of assessed against Units that are not exempt from assessments may not exceed the amount that equals the non-exempt Unit's budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant is liable for the balance of the actual Common Expenses.
- 11q. **Amendments.** A Unit purchaser's rights and responsibilities may be altered by an amendment of the Declaration and Bylaws. Pursuant to Article XV of the Declaration, during the period of Declarant control, the Declarant may amend the Declaration at its discretion. Upon termination of the period of Declarant Control, the Declaration may only be amended with the written consent of the Unit Owners and their first mortgagees owning at least sixty-six and 2/3rds (66.67%) percent of the Units; provided, however, no such amendment may substantially impair the security of any mortgagee. 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 the Dane County Register of Deeds Office as required by statute. Pursuant to Article XII of the Bylaws, the By-Laws may be amended from time to time for affirmative vote of at least sixty-seven (67%) percent of the members of the Association, at a meeting duly called for that purpose.

12. **Right of First Purchase.** The Association does not have a first right to purchase a Unit.
13. **Transfer Fee.** The Association does not charge a fee in connection with a transfer of a Unit.
14. **Disclosure Material Fee.** The Association does not charge a fee for providing the Disclosure Materials.
15. **Payoff Statement Fee.** The Association does not charge a fee for providing a payoff statement under Wis. Stats. § 703.335.

THIS EXECUTIVE SUMMARY IS INTENDED TO BRIEFLY SUMMARIZE THE PERTINENT PROVISIONS OF THE DISCLOSURE MATERIALS AND CANNOT BE RELIED UPON AS CORRECT OR BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, PLEASE REVIEW THE PARTICULAR PROVISIONS OF THE DISCLOSURE MATERIALS REFERENCED IN THE EXECUTIVE SUMMARY.



202109220147
10/20/21

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OF GRANDVIEW NORTHEAST
CONDOMINIUMS**

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5773297

09/22/2021 01:47 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 10

Name and Return Address:
Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

See Exhibit "D"
(Parcel Identification Number)

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

Colin Punt

Director of Planning and Community & Economic Development
City of Madison

September 7, 2021
Date

DOCUMENT DRAFTED BY:

Attorney Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM**

Grandview Northeast Condominiums

This Second Amendment to Declaration of Condominium of Grandview Northeast Condominiums (the “**Second Amendment**”) is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by VH GVC NE, LLC, a Wisconsin limited liability company (the “**Declarant**”).

WITNESSETH:

WHEREAS, on October 15, 2020, the Declaration of Condominium of Grandview Northeast Condominiums (the “**Condominium**”) was recorded in the office of the Dane County, Wisconsin, Register of Deeds as Document No. 5649541 (the “**Original Declaration**”), and, contemporaneously therewith, a Condominium Plat was recorded as Document No. 5649542 (the “**Original Plat**”); and

WHEREAS, on May 13, 2021, a First Amendment to Declaration of Condominium of Grandview Northeast Condominiums was recorded in the office of the Dane County, Wisconsin, Register of Deeds as Document No. 5728643 (the “**First Amendment to Declaration**” and, collectively with the Original Declaration, the “**Declaration**”), and, contemporaneously therewith, an Addendum No. 1 to Condominium Plat was recorded as Document No. 5728644 (“**Addendum No. 1 to Plat**” and, collectively with the Original Plat, the “**Plat**”); and

WHEREAS, pursuant to Article XIX of the Original Declaration and the authority provided in Section 703.26, Wisconsin Statutes, the Declarant desires to expand the Condominium to include the final eight (8) Units; and

WHEREAS, the Declarant desires to further amend the Declaration and Plat as set forth herein.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby takes the following actions:

- 1) Expansion. The Condominium is hereby expanded to include Unit 1190, Unit 1191, Unit 1192, Unit 1193, Unit 1194, Unit 1195, Unit 1196, and Unit 1197. The Declaration is hereby amended to modify references in the Declaration as to Exhibits “A”, “B”, and “C” so that such references shall be to Exhibits “A”, “B”, and “C” attached to this Second Amendment. Exhibits “A-1” and “C-1” of the Declaration are hereby deleted. Notwithstanding the foregoing, (i) Exhibit “B” to the Original Declaration, and the Original Plat, shall remain applicable to the Units declared by the Original Declaration and Original Plat, and (ii) Exhibit “B” to the First Amendment to

Declaration, and Addendum No. 1 to Plat, shall remain applicable to the Units declared by the First Amendment to Declaration and Addendum No. 1 to Plat.

2) No Remaining Expansion Area. Following the recording of this Second Amendment, the Declarant shall have no further right to expand the Condominium.

3) Pet Rules and Regulations. Section 21.13 of the Declaration is hereby deleted in its entirety and shall be replaced with the following:

21.13 Pet Rules and Regulations.

A. Livestock (including poultry and other animals) shall not be kept in any Unit or in any part of the buildings of which the Units are a part, nor on patios, decks, or upon any Common Elements or other part of the Condominium. Pets, including dogs, cats, and other household pets may be kept by Unit Owners within each Unit Owner's respective Unit, but shall not be maintained for breeding purposes.

B. Dogs and cats shall be carried or kept on a leash at all times when not in the Units. Household pets shall not be permitted to commit or cause a nuisance or any unreasonable disturbance.

C. Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for immediate clean-up of their pets, regardless of the circumstances.

D. Unit Owners are peculiarly liable for any damage to the Common Elements and other property of the Association or the property of other Unit Owners and any of their guests or invitees.

4) Capitalized Terms. All capitalized or defined terms not otherwise given a separate meaning or definition herein shall have the meaning or definition set forth in the Declaration.

5) Other Terms. All other terms, provisions, covenants, rights and restrictions as described and contained in the Declaration and Plat, not expressly or by necessary implication modified or amended by this Second Amendment, shall remain in full force and effect as though fully set forth herein. Contemporaneously herewith, an amendment to the Plat entitled Grandview Northeast Condominiums, a Condominium Plat, Addendum No. 2, reflecting the expansion of the Condominium as described in this Second Amendment, shall be recorded in the office of the Dane County, Wisconsin, Register of Deeds.

Dated this 9 day of September, 2021.

DECLARANT

VH GVC NE, LLC

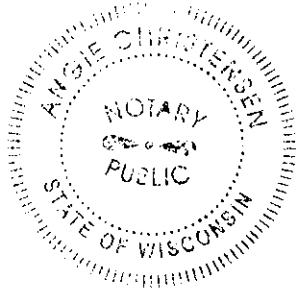
By: *Chris Ehlers*

Print Name: Chris Ehlers

Print Title: Authorized Signatory

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 9 day of September, 2021, the above named Chris Ehlers, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



Angie Christensen
Print Name: Angie Christensen
Notary Public, State of Wisconsin
My Commission expires: 5/1/2024

ACKNOWLEDGMENT AND CONSENT OF MORTGAGEE

First Business Bank, as the Mortgagee of the Property described in Exhibit "A" hereby acknowledges the foregoing Second Amendment and expressly consents to said Second Amendment and its recording in the office of the Dane County, Wisconsin, Register of Deeds.

Executed this 15th day of September, 2021.

First Business Bank

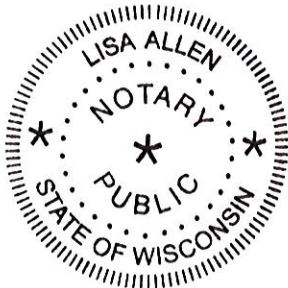
By: 

Print Name: BRIAN E. HAGEN

Print Title: SENIOR VICE PRESIDENT

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this ____ day of September, 2021, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.





Print Name: LISA ALLEN
Notary Public, State of Wisconsin
My Commission expires: OCT. 29, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND SUBJECT TO THE DECLARATION

Lot 1, Certified Survey Map No. 15451, recorded in Volume 111 of Certified Survey Maps on pages 101-105 as Document Number 5614320, Dane County Registry, located in the NW1/4 of the SE1/4 of Section 2, T7N, R10E, City of Madison, Dane County, Wisconsin.

EXHIBIT "B"


CONDOMINIUM PLAT

[Attached]

Note: Please be advised that the Declarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B". Only the spatial relationships of the illustrations on the maps and floor plans are being presented for your information.

Dated this 9 day of September, 2021.

VH GVC NE, LLC

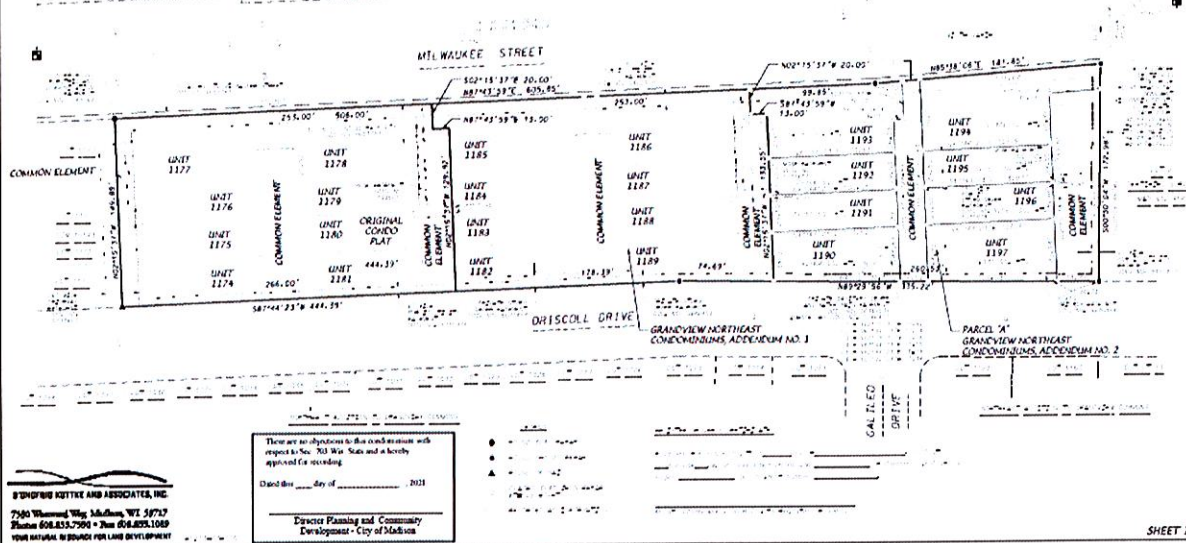
By: 

Print Name: Chris Ehlers

Print Title: Authorized Signatory

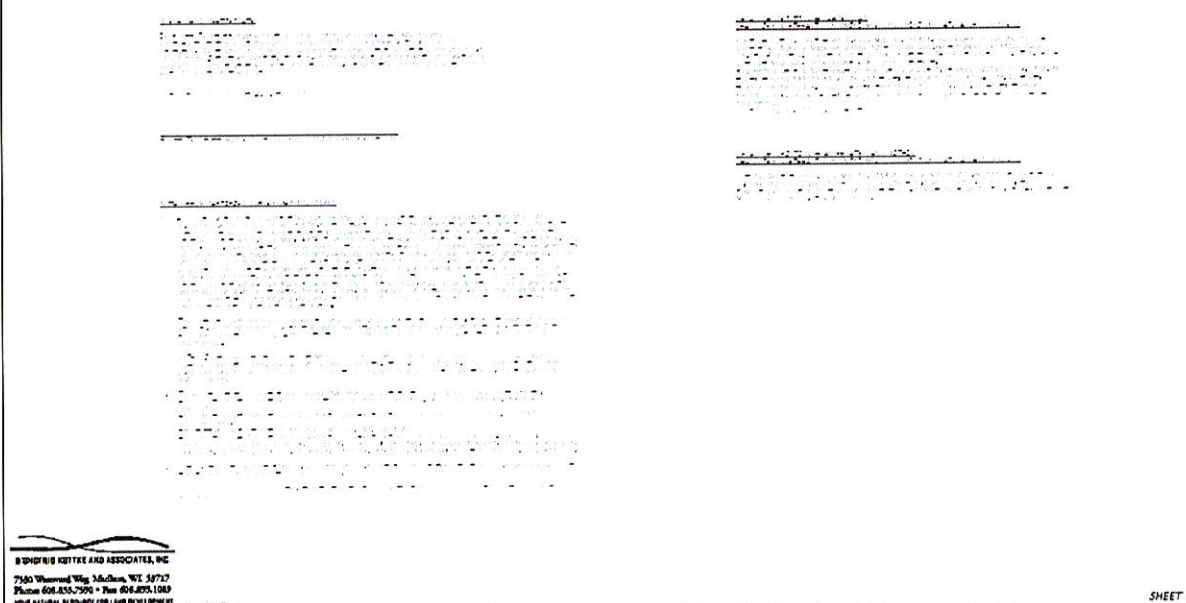
**GRANDVIEW NORTHEAST CONDOMINIUMS,
A CONDOMINIUM PLAT, ADDENDUM NO. 2**

LOT 1, CERTIFIED SURVEY MAP NO. 15451,
LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 2, T7N, R10E,
CITY OF MADISON, DANE COUNTY, WISCONSIN



**GRANDVIEW NORTHEAST CONDOMINIUMS,
A CONDOMINIUM PLAT, ADDENDUM NO. 2**

LOT 1, CERTIFIED SURVEY MAP NO. 15451,
LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 2, T7N, R10E,
CITY OF MADISON, DANE COUNTY, WISCONSIN



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

EXHIBIT "C"
Percentage Interest in Common Elements

<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	<u>VOTE(S) IN ASSOCIATION</u>
1174	6126 Driscoll Drive	4.167%	1
1175	6128 Driscoll Drive	4.167%	1
1176	6130 Driscoll Drive	4.167%	1
1177	6132 Driscoll Drive	4.167%	1
1178	6134 Driscoll Drive	4.167%	1
1179	6136 Driscoll Drive	4.167%	1
1180	6138 Driscoll Drive	4.167%	1
1181	6140 Driscoll Drive	4.167%	1
1182	6152 Driscoll Drive	4.167%	1
1183	6154 Driscoll Drive	4.167%	1
1184	6156 Driscoll Drive	4.167%	1
1185	6158 Driscoll Drive	4.167%	1
1186	6160 Driscoll Drive	4.167%	1
1187	6162 Driscoll Drive	4.167%	1
1188	6164 Driscoll Drive	4.167%	1
1189	6166 Driscoll Drive	4.167%	1
1190	6178 Driscoll Drive	4.167%	1
1191	6180 Driscoll Drive	4.167%	1
1192	6182 Driscoll Drive	4.167%	1
1193	6184 Driscoll Drive	4.167%	1
1194	6186 Driscoll Drive	4.167%	1
1195	6188 Driscoll Drive	4.167%	1
1196	6190 Driscoll Drive	4.167%	1
1197	6192 Driscoll Drive	<u>4.167%</u>	<u>1</u>
		100%	24

EXHIBIT "D"

PARCEL IDENTIFICATION NUMBERS

Unit 1174: 251/0710-024-4601-3
Unit 1175: 251/0710-024-4602-1
Unit 1176: 251/0710-024-4603-9
Unit 1177: 251/0710-024-4604-7
Unit 1178: 251/0710-024-4605-5
Unit 1179: 251/0710-024-4606-3
Unit 1180: 251/0710-024-4607-1
Unit 1181: 251/0710-024-4608-9
Unit 1182: 251/0710-024-4609-7
Unit 1183: 251/0710-024-4610-4
Unit 1184: 251/0710-024-4611-2
Unit 1185: 251/0710-024-4612-0
Unit 1186: 251/0710-024-4613-8
Unit 1187: 251/0710-024-4614-6
Unit 1188: 251/0710-024-4615-4
Unit 1189: 251/0710-024-4616-2
Unit 1190: Part of 251/0710-024-1723-8
Unit 1191: Part of 251/0710-024-1723-8
Unit 1192: Part of 251/0710-024-1723-8
Unit 1193: Part of 251/0710-024-1723-8
Unit 1194: Part of 251/0710-024-1723-8
Unit 1195: Part of 251/0710-024-1723-8
Unit 1196: Part of 251/0710-024-1723-8
Unit 1197: Part of 251/0710-024-1723-8



7 9 9 8 1 2 8
Tx:9298519

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OF GRANDVIEW NORTHEAST
CONDOMINIUMS**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5728643
05/13/2021 12:05 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 11**

Name and Return Address:
Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

See Exhibit "D"
(Parcel Identification Number)

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

Colin Punt

Director of Planning and Community & Economic Development
City of Madison

May 11, 2021

Date

DOCUMENT DRAFTED BY:
Attorney Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

Grandview Northeast Condominiums

This First Amendment to Declaration of Condominium of Grandview Northeast Condominiums (the “**First Amendment**”) is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by VH GVC NE, LLC, a Wisconsin limited liability company (the “**Declarant**”).

WITNESSETH:

WHEREAS, on October 15, 2020, the Declaration of Condominium of Grandview Northeast Condominiums (the “**Condominium**”) was recorded in the office of the Dane County, Wisconsin, Register of Deeds as Document No. 5649541 (the “**Original Declaration**”), and, contemporaneously therewith, a Condominium Plat was recorded as Document No. 5649542 (the “**Original Plat**”); and

WHEREAS, pursuant to Article XIX of the Original Declaration and the authority provided in Section 703.26, Wisconsin Statutes, the Declarant desires to expand the Condominium to include an additional eight (8) Units; and

WHEREAS, the Declarant desires to amend the Original Declaration and Original Plat as set forth herein.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby takes the following actions:

1) Expansion. The Condominium is hereby expanded to include Unit 1182, Unit 1183, Unit 1184, Unit 1185, Unit 1186, Unit 1187, Unit 1188, and Unit 1189. The Original Declaration is hereby amended to modify references in the Original Declaration as to Exhibits “A”, “A-1”, “B”, “C” and “C-1” so that such references shall be to Exhibits “A”, “A-1”, “B”, “C” and “C-1” attached to this First Amendment. Notwithstanding the foregoing, (i) Exhibit “B” to the Original Declaration, and (ii) the Original Plat, shall remain applicable to the Units declared by the Original Declaration and Original Plat.

2) Remaining Expansion Area. Following the recording of this First Amendment, the Declarant shall have the right to further expand the Condominium by up to eight (8) Units in the expansion area legally described in Exhibit “A-1” attached hereto and incorporated herein by reference, which expansion area is depicted in Exhibit “B”.

3) Capitalized Terms. All capitalized or defined terms not otherwise given a separate meaning or definition herein shall have the meaning or definition set forth in the Original Declaration.

4) Other Terms. All other terms, provisions, covenants, rights and restrictions as described and contained in the Original Declaration and Original Plat, not expressly or by necessary implication modified or amended by this First Amendment, shall remain in full force and effect as though fully set forth herein. Contemporaneously herewith, an amendment to the Original Plat entitled Grandview Northeast Condominiums, a Condominium Plat, Addendum No. 1, reflecting the expansion of the Condominium as described in this First Amendment, shall be recorded in the office of the Dane County, Wisconsin, Register of Deeds.

Dated this 11 day of May, 2021.

DECLARANT

VH GVC NE, LLC

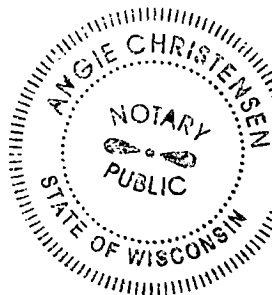
By: *Chris Ehlers*

Print Name: Chris Ehlers

Print Title: Authorized Signatory

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 11 day of May, 2021, the above named Chris Ehlers, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



Angie Christensen
Print Name: Angie Christensen
Notary Public, State of Wisconsin
My Commission expires: 5/1/2024

ACKNOWLEDGMENT AND CONSENT OF MORTGAGEE

First Business Bank, as the Mortgagee of the Property described in Exhibit "A" and Exhibit "A-1", hereby acknowledges the foregoing First Amendment and expressly consents to said First Amendment and its recording in the office of the Dane County, Wisconsin, Register of Deeds.

Executed this 11th day of May, 2021.

First Business Bank

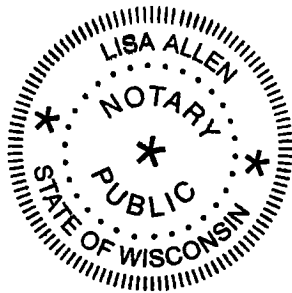
By: 

Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

11th Personally came before me, a notary public for the above State and County, this day of May, 2021, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.





Print Name: LISA ALLEN
Notary Public, State of Wisconsin
My Commission expires: OCT. 29, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND SUBJECT TO THE DECLARATION

Part of Lot 1, Certified Survey Map No. 15451, recorded in Volume 111 of Certified Survey Maps on pages 101-105 as Document Number 5614320, Dane County Registry, located in the NW1/4 of the SE1/4 of Section 2, T7N, R10E, City of Madison, Dane County, Wisconsin to-wit: Beginning at the Northwest corner of said Lot 1; thence N87°43'59"E, 506.00 feet; thence S02°15'37"E, 20.00 feet; thence N87°43'59"E, 13.00 feet; thence S02°15'37"E, 133.55 feet; thence N89°29'56"W, 74.69 feet; thence S87°44'23"W, 444.39 feet; thence N02°15'37"W, 149.89 feet to the point of beginning. Containing 77,683 square feet.

EXHIBIT "A-1"

LEGAL DESCRIPTION OF LAND SUBJECT TO EXPANSION OF THE CONDOMINIUM

Part of Lot 1, Certified Survey Map No. 15451, recorded in Volume 111 of Certified Survey Maps on pages 101-105 as Document Number 5614320, Dane County Registry, located in the NW1/4 of the SE1/4 of Section 2, T7N, R10E, City of Madison, Dane County, Wisconsin to-wit: Beginning at the Northeast corner of said Lot 1; thence S00°30'04"W, 172.98 feet; thence N89°29'56"W, 260.53 feet; thence N02°15'37"W, 133.55 feet; thence S87°43'59"W, 13.00 feet; thence N02°15'37"W, 20.00 feet; thence N87°43'59"E, 99.85 feet; thence N85°38'06"E, 181.85 feet to the point of beginning. Containing 43,124 square feet.

EXHIBIT "B"

CONDOMINIUM PLAT

[Attached]

Note: Please be advised that the Declarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B". Only the spatial relationships of the illustrations on the maps and floor plans are being presented for your information.

Dated this 11 day of May, 2021.

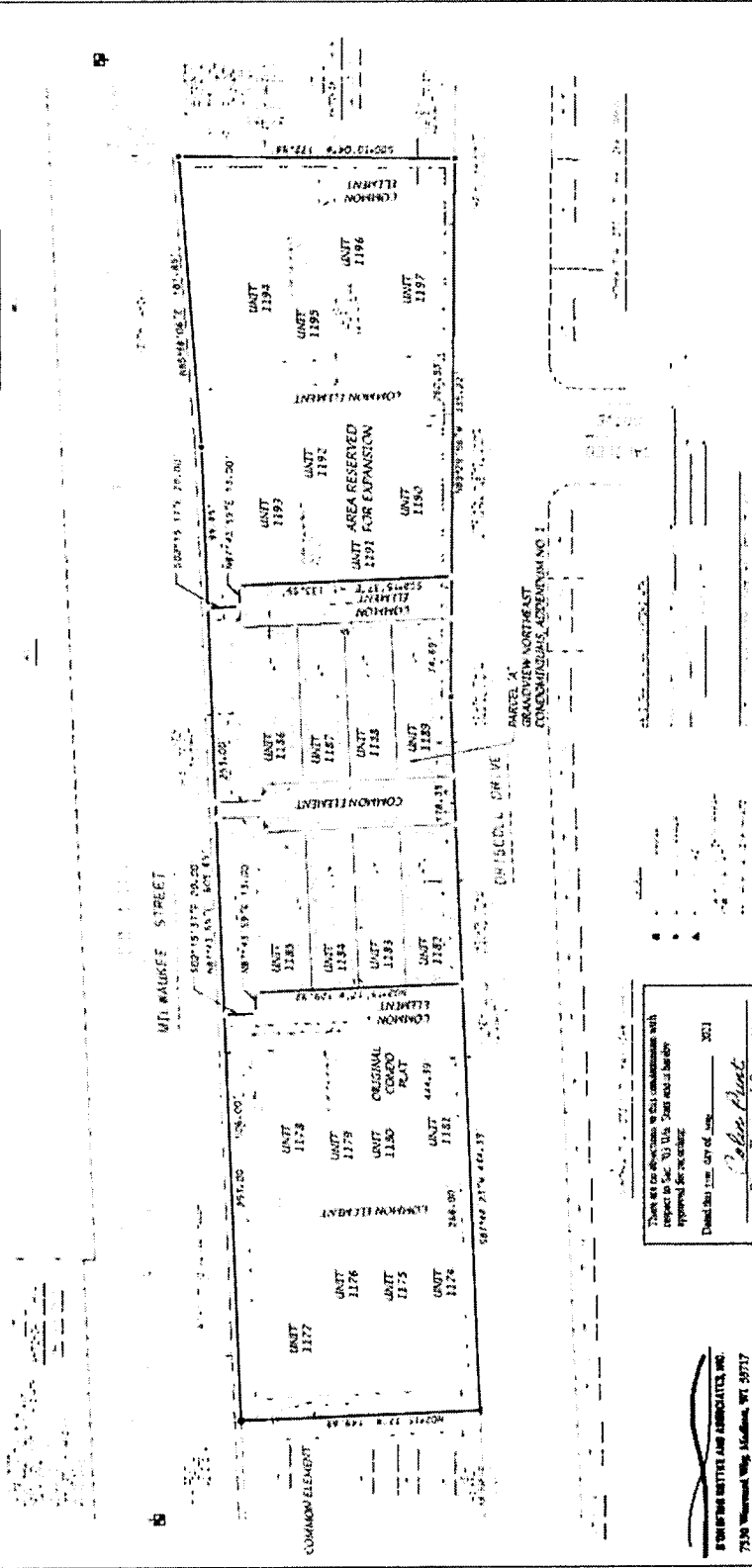
VH GVC NE, LLC

By: 

Print Name: Chris Ehlers

Print Title: Authorized Signatory

**GRANDVIEW NORTHEAST CONDOMINIUMS,
A CONDOMINIUM PLAT, ADDENDUM NO. I**
 LOT 1, CERTIFIED SURVEY MAP NO. 15451,
 LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 2, T7N, R10E,
 CITY OF MADISON, DANE COUNTY, WISCONSIN



SHEET 1 OF 2

There are no objections with this condominium with respect to Sec. 70.03, Wis. Stat. and a for the approved drawings.
 Dated this 17th day of May, 2013
Robert Grant
 Director Finance and Community Development - City of Madison

STONER WATKINS AND ASSOCIATES, INC.
 7100 Wisconsin Way, Madison, WI 53717
 Phone: 608.557.2500 • Fax: 608.553.1400
 www.stonerwatkins.com

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

EXHIBIT "C"

PERCENTAGE INTEREST IN COMMON ELEMENTS

<u>UNIT NO.</u>	<u>UNIT ADDRESS</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	<u>VOTE(S) IN ASSOCIATION</u>
1174	6126 Driscoll Drive	6.25%	1
1175	6128 Driscoll Drive	6.25%	1
1176	6130 Driscoll Drive	6.25%	1
1177	6132 Driscoll Drive	6.25%	1
1178	6134 Driscoll Drive	6.25%	1
1179	6136 Driscoll Drive	6.25%	1
1180	6138 Driscoll Drive	6.25%	1
1181	6140 Driscoll Drive	6.25%	1
1182	6152 Driscoll Drive	6.25%	1
1183	6154 Driscoll Drive	6.25%	1
1184	6156 Driscoll Drive	6.25%	1
1185	6158 Driscoll Drive	6.25%	1
1186	6160 Driscoll Drive	6.25%	1
1187	6162 Driscoll Drive	6.25%	1
1188	6164 Driscoll Drive	6.25%	1
1189	6166 Driscoll Drive	<u>6.25%</u>	<u>1</u>
		100%	16

EXHIBIT "C-1"

**Percentage Interest in Common Elements if Maximum Expansion
Of Condominium Occurs**

<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	<u>VOTE(S) IN ASSOCIATION</u>
1174	6126 Driscoll Drive	4.167%	1
1175	6128 Driscoll Drive	4.167%	1
1176	6130 Driscoll Drive	4.167%	1
1177	6132 Driscoll Drive	4.167%	1
1178	6134 Driscoll Drive	4.167%	1
1179	6136 Driscoll Drive	4.167%	1
1180	6138 Driscoll Drive	4.167%	1
1181	6140 Driscoll Drive	4.167%	1
1182	6152 Driscoll Drive	4.167%	1
1183	6154 Driscoll Drive	4.167%	1
1184	6156 Driscoll Drive	4.167%	1
1185	6158 Driscoll Drive	4.167%	1
1186	6160 Driscoll Drive	4.167%	1
1187	6162 Driscoll Drive	4.167%	1
1188	6164 Driscoll Drive	4.167%	1
1189	6166 Driscoll Drive	4.167%	1
Expansion 1190	6178 Driscoll Drive	4.167%	1
Expansion 1191	6180 Driscoll Drive	4.167%	1
Expansion 1192	6182 Driscoll Drive	4.167%	1
Expansion 1193	6184 Driscoll Drive	4.167%	1
Expansion 1194	6186 Driscoll Drive	4.167%	1
Expansion 1195	6188 Driscoll Drive	4.167%	1
Expansion 1196	6190 Driscoll Drive	4.167%	1
Expansion 1197	6192 Driscoll Drive	<u>4.167%</u>	<u>1</u>
		100%	24

Note: The designation of expansion units (Expansion 1190, Expansion 1191, etc.) will be replaced upon further expansion of the Condominium.

EXHIBIT "D"

PARCEL IDENTIFICATION NUMBERS

Unit 1174: 251/0710-024-4601-3
Unit 1175: 251/0710-024-4602-1
Unit 1176: 251/0710-024-4603-9
Unit 1177: 251/0710-024-4604-7
Unit 1178: 251/0710-024-4605-5
Unit 1179: 251/0710-024-4606-3
Unit 1180: 251/0710-024-4607-1
Unit 1181: 251/0710-024-4608-9
Unit 1182: Part of 251/0710-024-1723-8
Unit 1183: Part of 251/0710-024-1723-8
Unit 1184: Part of 251/0710-024-1723-8
Unit 1185: Part of 251/0710-024-1723-8
Unit 1186: Part of 251/0710-024-1723-8
Unit 1187: Part of 251/0710-024-1723-8
Unit 1188: Part of 251/0710-024-1723-8
Unit 1189: Part of 251/0710-024-1723-8
Future Expansion Area: Part of 251/0710-024-1723-8

DECLARATION OF CONDOMINIUM OF
GRANDVIEW NORTHEAST CONDOMINIUMS

9 6 6 5 3 7 2
Tx: 9180060

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5649541
10/15/2020 12:02 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 29

Name and Return Address:

Attorney Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

251/0710-024-1722-0
(Parcel Identification Number)

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

Colin Punt

Director of Planning and Community & Economic Development
City of Madison

10/8/2020

Date

THIS DOCUMENT DRAFTED BY:

Attorney Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

DECLARATION OF CONDOMINIUM
OF
GRANDVIEW NORTHEAST CONDOMINIUMS

THIS DECLARATION is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "**Act**"), Chapter 703, Wisconsin Statutes, by VH GVC NE, LLC, a Wisconsin limited liability company (the "**Declarant**").

ARTICLE I
STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements to be erected thereon (hereinafter, collectively, the "**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

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described in Exhibit "A" attached hereto and incorporated herein by reference.

2.2 Name and Address. The name of the Condominium is Grandview Northeast Condominiums. The address for the condominium is c/o DSI Real Estate Group, Inc., 100 River Place, Suite 1, Madison, WI 53716. Individual unit addresses are set forth on Exhibit "C" attached hereto and made a part hereof.

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

- A. General taxes and special assessments not yet due and payable.
- B. Easements and rights in favor of gas, electric, telephone, water, sewer, cable television and other utilities and utility providers.
- C. All other easements, covenants, and restrictions of record;
- D. All municipal, zoning and building ordinances; and
- E. All other governmental laws and regulations applicable to the Condominium.

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

2.5 General Description of Condominium. If Declarant exercises all expansion rights, the Condominium shall consist of twelve (12) buildings, containing a maximum of twenty-four (24) residential units (the "**Residential Units**" or the "**Units**"), together with driveways, pedestrian walkways, surface parking areas, garages and land. Eight (8) Residential Units in four (4) buildings are created by this Declaration at this time. The ground and buildings shall be used for residential uses. A Condominium Plat showing the land and building is attached hereto as Exhibit "B" incorporated herein by reference (the "**Plat**" or "**Condominium Plat**"). The expansion area of the Condominium is described in Article XIX, below and in Exhibit A-1, attached hereto and incorporated herein by reference. The partitioning, fixtures, attachments and decorations within each Unit will be determined from time-to-time by each Unit Owner, subject to restrictions contained in this Declaration, the By-Laws and any Rules and Regulations (the "**Rules**") adopted by The Grandview Commons Homeowners Association, Inc., a Wisconsin non-profit, non-stock corporation (the "**Association**") and in the By-Laws and Rules, and in any and all amendments and modifications thereto as adopted by the Association from time-to-time. The Association is a master association, as such term is defined in Wis. Stat. § 703.155(1). The Association is the only association for the Condominium.

ARTICLE III UNITS

3.1 Definition. "Unit" shall mean a part of the Condominium intended for any type of independent use.

3.2 Boundaries of Units. A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such Unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and sixty (60) feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and five hundred (500) feet above the surface of the ground, extended to the perimetrical boundaries. A Unit includes any and all improvements constructed or to be constructed thereon.

3.3 Legal Description of Units. The Units created herein shall be identified by a unit number set forth in Exhibit "C" attached hereto and incorporated herein by reference and also as depicted on the Condominium Plat. Expansion Units shall be identified at such time as said Expansion Units are added to the Condominium.

ARTICLE IV
UNIT OWNER

"Unit Owner" shall mean a person, combination of persons, partnership, limited partnership, limited liability partnership, limited liability company or corporation, who or which 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 document, "Unit Owner" shall mean the land contract purchaser.

ARTICLE V
COMMON ELEMENTS

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

5.2 Description. The Condominium Common Elements consist of the private north-south sidewalks and north-south private driveways not included within the boundary of a Unit as described above and any other areas labeled as Common Elements on the Plat. Any public sidewalks shall be maintained by the Unit Owner whose Unit abuts or includes such public sidewalk pursuant to all applicable laws and ordinances.

5.3 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 may be used by the Unit Owners for the purposes for which they were intended. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the By-Laws of the Association and rules and regulations adopted pursuant thereto.

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

ARTICLE VI
INTENTIONALLY OMITTED

ARTICLE VII
USES

7.1 Units and Common Elements. The Units and Common Elements of the Condominium shall be used for residential occupancy and, where applicable, motor vehicular parking purposes only, and shall not be used for any other purpose. Notwithstanding anything to the contrary contained herein, the use of the Units and Common Elements shall comply with all applicable municipal ordinances, and any other restrictions as contained in the Association's Articles of Incorporation, 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 the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Owner's Unit.

ARTICLE VIII **ASSOCIATION**

8.1 Definition. "Association" shall mean The Grandview Commons Homeowners Association, Inc., a Wisconsin non-stock corporation. The Association is a master association, as such term is defined under Wis. Stat. § 703.155(1), and represents both condominium and non-condominium property.

8.2 Duties and Obligations. All Unit Owners shall be 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.

8.3 Intentionally Omitted.

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

8.5 Declarant Control. Except as otherwise provided in Section 703.15(2)(d), Wisconsin Statutes, as may be amended, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter "**Declarant Control**"). The period of Declarant Control shall continue until the earlier of either of the following to occur: (i) the expiration of ten (10) years from the date the first unit is conveyed to a person other than Declarant; or (ii) the expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element interest (as fully expanded as is permitted herein) to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the 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 the Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding 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. Declarant shall also have the right during the period of Declarant Control 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.

8.6 Termination of Control. Upon termination of the above-specified period of Declarant Control, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who need not be a Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners (other than Declarant) in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and Common Elements, which activities 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 other acts Declarant shall deem reasonably necessary in connection with the development and sale 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 or Common Elements.

8.7 Completion of Common Elements. Declarant shall complete the Common Elements of the Condominium in accordance with the building plans approved by the municipality in which the Condominium is located. Declarant shall have no further obligation with respect to construction of Common Elements, including, but not limited to, the installation of additional walkways, streets, sidewalks, trees or landscaping. All of such Common Elements shall be subject to a one (1) year warranty from Declarant to the Association, which warranty shall commence on the date construction of such Common Element is completed. Developer's sole warranty with respect to such Common Elements shall be that they shall be constructed in a good and workmanshiplike manner and in accordance with the building plans approved by the municipality in which the Condominium is located. In the event there is any dispute, controversy or claim arising out of the warranty given in this paragraph, such dispute, controversy or claim shall be resolved by arbitration as provided in the Wisconsin Arbitration Act, Chapter 788 of the Wisconsin Statutes (the "**Arbitration Act**"). Arbitration shall be conducted by Construction Arbitration Services ("**CAS**") or the American Arbitration Association ("**AAA**") or a successor organization, under the rules then in effect. The decision of the arbitrator(s) shall be final and binding and may be

enforced by any party in a court of competent jurisdiction in accordance with the provisions of the Arbitration Act. The cost of the arbitration, including the fee of the arbitrator, shall be paid by the party losing the arbitration. In the event that the arbitrator(s)' decision is a mixed decision, the fees of the arbitration shall be divided equally or as the arbitrator otherwise determines. Arbitration shall be initiated by a written notice by the Declarant, Unit Owner or the Association to the other party that a dispute has arisen with respect to a warranty item and the payment of the fee to CAS or the AAA, which may then be ordered by the arbitrator to be reimbursed by the losing party as provided above.

ARTICLE IX **REPAIRS AND MAINTENANCE**

9.1 Units. Each Unit Owner shall be responsible for the construction, decoration, furnishing, housekeeping, maintenance and repair and replacement of his, her, its or their Unit. In addition, each Unit Owner is responsible for the maintenance, repair and replacement of any portion of the underground water line serving a Unit that is located within his, her, its or their Unit.

9.2 Intentionally Omitted.

9.3 Common Elements. Except as otherwise provided herein, the Association shall be responsible for the maintenance, repair, replacement, general cleanliness and presentability of the Common Elements, including, but not limited to, the north-south private sidewalks and north-south private driveways. Maintenance shall include but not be limited to prompt snow removal and surface repair, maintenance and replacement when deemed necessary by the Association. Cost of maintenance that is the responsibility of the Association shall be an "Expense" of the Association to be assessed to Units as set forth herein after. Notwithstanding the foregoing, each Unit Owner shall be responsible for the maintenance, repair and replacement of (i) all sanitary sewer lines extending from a Unit to the sewer main, (ii) the entire east-west driveway serving a Unit that intersects with the north-south private driveway, and (iii) the entire east-west private walkway serving a Unit that intersects with the north-south private sidewalk, regardless of whether such sewer line, east-west driveway or east-west sidewalk identified in subsections (i), (ii), or (iii) above, respectively, is located within a Unit or within a Common Element.

9.4 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner, his, her, its or their tenants, as possible under the circumstances, and during normal business hours, if possible. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense. Notwithstanding the foregoing, in the event of an

emergency, the twenty-four (24) hour notice requirement shall not apply, although, prior notice to the Unit Owner shall be attempted.

ARTICLE X **UNIT ALTERATIONS**

10.1 Within Unit.

A. A Unit Owner may make improvements or alterations within his, her, its or their Unit; provided, however, that all such improvements or alterations may not be made without obtaining the prior written permission of the Architectural Control Committee (“**COMMITTEE**”), as defined hereinafter, which permission may be denied in the sole discretion of the **COMMITTEE**. All approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units or Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

10.2 Relocation of Boundaries.

A. If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners must obtain the approval of the **COMMITTEE** as set forth hereinafter, and shall prepare and execute appropriate instruments.

B. An amendment to the Declaration and an addendum to the Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. The amendment to the Declaration shall also state the reallocation, if any, of the aggregate undivided interest in the Common Elements appertaining to the Units. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect in the Dane County Register of Deeds Office.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded in the Dane County Register of Deeds Office. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

10.3 Separation of Units.

A. A Unit may be separated into two (2) or more Units upon compliance with the provisions of this section, provided that the COMMITTEE approves the separation. The COMMITTEE, upon written application of a Unit Owner proposing the separation of a Unit (hereinafter the "**Separator**") shall provide thirty (30) days' written notice to the other Unit Owners of the request to Separate. If approved, the Association shall promptly prepare and execute appropriate instruments under this section. An amendment or addendum to the Condominium instruments shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the other Unit Owners, and all of the undivided interest in the Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted. The amendment shall reflect a proportionate allocation to the new Unit(s) of the liability for Common Expenses and right to common surpluses formally appertaining to the subdivided Unit.

E. Plats and plans showing the boundaries and dimensions separating the new Units together with their other boundaries and their new identifying numbers or letters shall be prepared. The plat and plans shall be certified as to their accuracy and compliance with Subsection 703.13(7), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

F. After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by him, her or it of all reasonable costs for their preparation. Those instruments are effective when the Separator has executed them and they are recorded in the Dane County Register of Deeds Office. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by the Condominium instruments and that any reallocations were reasonable.

10.4 Expenses. All expenses involved in any improvements or alterations approved by the COMMITTEE or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units.

ARTICLE XI **INSURANCE**

11.1 Insurance. In addition to the insurance requirements set forth in this Declaration, Unit Owners shall also procure and maintain any insurance required pursuant to any party wall or other agreements established by Declarant and recorded against the respective Units, whether such agreements are recorded before or after this Declaration.

11.2 Liability Insurance. The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable for the Common Elements. The policies may, at the discretion of the Board of Directors of the Association, include standard coverage for the errors and omissions of Association directors and officers. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors.

11.3 Fidelity Insurance. If the Board of Directors of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty (50%) percent of the Association's annual operating expenses and reserves.

11.4 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.5 Unit Owner's Insurance. Each Unit Owner shall maintain adequate property and liability insurance for the Unit Owners' respective Unit, including, without limitation, coverage for all buildings, improvements, fixtures, furniture, equipment and personal property located within his, her, its or their Unit. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.

ARTICLE XII
INTENTIONALLY OMITTED

ARTICLE XIII
EMINENT DOMAIN

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, shall control; provided, however, the affirmative vote of at least fifty-one (51%) percent of the first Mortgagees, calculated on a per-Unit basis, shall also be required in order to partition the Condominium; and provided, further, if Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XIV COMMON EXPENSES

14.1 Liability of Unit Owner. Each Unit Owner (other than the Declarant) shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("**Common Expenses**") shall be allocated among the Units in the percentages specified in Exhibit "C" except that charges may be specifically allocated to particular Units by the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense involved or on the usage, fault or negligence or other factors affecting the deterioration or damage of or to Units or Common Elements. Pursuant to S. 703.16 Wis. Stats., during the period of Declarant control any Unit owned by the Declarant is exempt from assessments for Common Expenses until the Unit is sold. Notwithstanding the foregoing, the total amount assessed against Units that are not exempt from assessments may not exceed the amount that equals the non-exempt Unit's budgeted share of Common Expenses, based on the anticipated Common Expenses set forth in the annual budget. The Declarant is liable for the balance of the actual Common Expenses.

14.2 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose pursuant to the By-Laws for delinquencies and the costs of collection and reasonable attorneys fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes.

14.3 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 Statutes, has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. 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. In addition to regular assessments, the Association shall have a right to specially assess each Unit annually to fund (i) maintenance to the Common Elements, including snow removal, and (ii) a reserve fund, in such amounts as determined by the Association.

14.5 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, which assessments remain unpaid. Such lien shall be subordinate to any first (1st) priority mortgage, as described in Section 708.09, Wisconsin Statutes. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Dane County Clerk of Court's office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be

personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she, it or they shall pay the reasonable rental value of the Unit. The Association shall be entitled to 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 or between Unit Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

14.6 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Board, which budget may include a reserve fund for long-term maintenance and replacement items. 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.

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

ARTICLE XV **AMENDMENTS**

During the period of Declarant control, Declarant may amend this Declaration at its discretion. Upon termination of the period of Declarant Control this Declaration may only be amended with the written consent of the Unit Owners owning at least sixty-six and 2/3rds (66.67%) percent of the Units; provided, however, no such amendment may substantially impair the security of any mortgagee. 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 the Dane County Register of Deeds Office as required by statute.

ARTICLE XVI **NOTICES/REGISTERED AGENT**

The Registered Agent obligated to receive service of process for the Condominium or the Association shall be David Simon, c/o DSI Real Estate Group, Inc., 100 River Place,

Suite 1, Madison, WI 53716 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

ARTICLE XVII **REMEDIES**

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

Easements are reserved over, through, across and underneath the Common Elements and Units for ingress and egress and for the presence, installation, maintenance, repair and replacement of present and future cluster mailbox unit(s) and utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm water drainage pipes, electrical wires, television wires, computer cables, security wires, street lights, traffic signals and signs, appurtenances thereto and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant, the Association and the Unit Owners. Easements for ingress and egress are reserved to the Association in, over, across and under the Units for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from the use of such easements. Easements for decoration are reserved to Unit Owners over and into the surfaces of the Common Elements, provided such use does not impair the structural integrity of the Condominium.

ARTICLE XIX **EXPANSION OF THE CONDOMINIUM**

19.1 Expansion of Condominium. Declarant reserves the right to expand the Condominium as permitted by Wisconsin Statute Section 703.26 by subjecting additional property to this Declaration and by reallocating the respective percentage of undivided interests and obligations in the Common Elements as set forth in Exhibit "C" hereof. As to these future phases, Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of

effecting an expansion of the Condominium. The addition of property subjected to this Declaration and the reallocation of interests may be accomplished by the recording of amendments to this Declaration, for which purpose it shall be sufficient to record amended Exhibits "A", "A-1", "B" and "C", and addendums to the Condominium Plat. The property which may be added to the Condominium under this reservation of right to expand is described in attached Exhibits "A-1" and "B". The maximum number of Units which may be added to the Condominium is sixteen (16) Units. If all Units described in this paragraph were to be added, there would be a total number of twenty-four (24) Units in the Condominium. Each new Unit shall have one (1) vote in the Association. The reallocation of percentage interests, as currently set forth in Exhibit "C" shall be based on a formula stated as a percentage, the numerator of which shall be the number one (1) and the denominator of which shall be the total number of all Units in the Condominium as expanded, as shown on Exhibit "C-1," attached hereto and incorporated herein by reference.

The right to expand the Condominium and to amend the Declaration and Condominium Plat for this purpose is reserved for a period ending ten (10) years from the date of recording this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply ("**Expansion Expiration Date**"). In the event all or any portion of the land described in Exhibit "A-1" has not been included in the Condominium by means of an Amendment to the Declaration as herein provided by the Expansion Expiration Date (or by an extended date, if an amendment to such effect is adopted by the Association and approved by the Declarant), then the reservation herein provided as to such portion shall cease and terminate with no action necessary on the part of the Unit Owners, the Association, or Declarant, its successors or assigns. In addition, Declarant may terminate this reservation on the land described in Exhibit "A-1" by executing and recording an instrument to that effect with the Dane County Register of Deeds.

ARTICLE XX **ARCHITECTURAL CONTROL COMMITTEE**

20.1 **Membership.** Declarant shall establish the Committee consisting of three (3) members. So long as Declarant has title to any Unit, the Committee may be appointed by Declarant. After Declarant no longer has title to any Unit within the Plat, the initial members of the Committee shall resign and the Association shall elect three (3) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association. If the Declarant or the Association shall fail to appoint members to the Committee, the Board shall so act.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph 20.10 below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt. If a resignation shall occur, prior to turning over control of the Committee, then the remaining members of the Committee may appoint a replacement.

20.2 Architectural Control. No structure, whether residence, accessory building, tennis court, swimming pool, antenna, flag pole, wall, landscaping or other improvements, (whether located in a Unit or Common Elements), including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Unit or Common Element, and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Said plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Committee.

20.3 Plan Review. The Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation.

20.4 Procedure.

A. The Committee may charge a "request for action" or "approval" fee not to exceed \$50.00 for each request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed denied.

B. A submission will not be complete, and the thirty (30)-day approval time set forth above, shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

C. The Committee shall have the sole right to reject any plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding neighborhoods; or are not in conformity with the general purposes of this Declaration.

D. The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other

interest in, a Unit, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E. The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as common expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

20.5 Separate City Approval. Matters which require approval of the Committee may also require approval of the City of Madison. Obtaining approval from the Committee and the City of Madison is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the City of Madison and approval by the City of Madison shall not be deemed approval by the Committee.

20.6 Records. Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Grandview Northeast Condominiums
Architectural Control Committee
6801 South Towne Drive
Madison, Wisconsin 53713

20.7 Committee Liability. Neither the Committee nor any member thereof shall be liable for damages to any person submitting request for approval or to any owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

20.8 Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such

matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Expense. Nothing in this Section 20.8 shall be deemed an indemnification of such person with respect to such person's status as Unit Owner, occupant or otherwise.

20.9 Variance. The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if the Committee finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Unit Owner or if the proposed Unit improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other properties in the development.

ARTICLE XXI **GENERAL**

21.1 Utilities. Each Unit Owner shall pay for his, her or its cable television, telephone, electrical, gas, and other utility services which are separately metered or billed to each user by the respective utility company provider. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

21.2 Encroachments. If any portion of a Unit or Common Element encroaches upon another, an easement for the encroachment and for 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 or Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

21.3 Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept except in a fully enclosed garage. The exterior storage of boats, trailers, onsite mini storage containers, onsite storage PODS, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation, "**Equipment**"), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers, trailers or vans may be stored or parked overnight on or in front of said Units except in an enclosed garage.

21.4 Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or

nuisance to the neighborhood or which may have a detrimental effect on the value of other Units and/or improvements.

21.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be allowed at any time as a residence, either temporarily or permanently.

21.6 Signs. No sign of any kind shall be displayed to the public view within the Condominium except, one sign of not more than six square feet advertising the property for sale or rent, or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant.

21.7 Garbage And Refuse Disposal. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be kept.

21.8 Outbuildings. No outbuilding, shed or accessory building of any nature shall be erected.

21.9 Antennae/Wind Powered Electric Generators. No wind powered electric generators, exterior television, radio receiving or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Unit without prior written approval of the Committee.

A. Appropriate antennae or satellite dish placement:

1. Only one antennae or satellite dish shall be allowed per Unit.
2. Antennae or satellite dish shall be placed in rear yards or on the rear roofline of the Unit and shall not be visible from curb directly in front of the Unit.
3. Antennae or satellite dish shall not project past the upper most roof ridgeline.

B. Inappropriate antennae or satellite dish placement:

1. Antennae or satellite dish in front or side yards shall not be permitted.
2. Antennae or satellite dish shall not interfere with utility equipment.

21.10 Firewood Storage. No firewood or woodpile shall be kept outside a structure.

21.11 Solar Collectors. No active solar collector or apparatus may be installed on any Unit unless such installation is first approved in writing by the Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

21.12 Lighting. Exterior lighting installed on any Unit shall either by indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Units.

21.13 Pet Rules and Regulations.

A. Livestock (including rabbits, poultry, birds and other animals) shall not be kept in any Unit or in any part of the buildings of which the Units are a part, nor on patios, decks, or upon any Common Elements or other part of the Condominium. Pets, including dogs, cats, and other household pets (not to exceed two (2) in number and not more than thirty-five (35) pounds in weight individually or one (1) in number, but not more than seventy (70) pounds individually) may be kept by Unit Owners within each Unit Owner's respective Unit, but shall not be maintained for breeding purposes. For the purposes of keeping pets, the term "Unit" shall not include a patio or deck.

B. Dogs and cats shall be carried or kept on a leash at all times when not in the Units. Household pets shall not be permitted to commit our cause a nuisance or any unreasonable disturbance.

C. Pets shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for immediate clean-up of their pets, regardless of the circumstances.

D. Unit Owners are peculiarly liable for any damage to the Common Elements and other property of the Association or the property of other Unit Owners and any of their guests or invitees including but not limited to carpeting, doors, walls, plantings or lawns committed or caused by their pets.

21.14 Invalidity of a Provision. If any of the provisions of this Declaration, the Association's Articles of Incorporation, 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.

21.15 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, the By-Laws, the Condominium Plat or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

21.16 Lease of Units. As a general rule each Unit shall be occupied by the Unit Owner. No person shall have the right to purchase a Unit with the intent to lease the Unit to third parties unless the same is purchased by a child/(children) for occupancy by a parent(s) for estate planning purposes of the parent(s), and then only to be occupied by such parent(s) providing that the child/(children) so purchasing shall notify the Association in writing of said intended ownership, purpose and occupancy with a certificate stating the name of the parent(s) and that the same is for such estate planning purposes. If, subsequent to a Unit Owner's purchase and occupancy of the Unit, the Unit Owner wishes to lease the Unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment or other similar reason, the Unit Owner may lease the Unit, but only upon compliance with the following conditions:

- A. Any lease shall be in writing;
- B. Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease the Unit (the "**Statement**"); and
- C. The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months.

The Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing of the Unit and the Unit Owner shall not lease the Unit. The Association shall be irrevocably presumed to have consented to any lease if it does not give the Unit Owner written notice of the Association's refusal of consent within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

Any Unit Owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Association, and shall inform the Association of the names of all persons who will occupy the Unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the names of all such occupants to the Association.

Notwithstanding the above listed procedure for the leasing of Units, the Declarant shall maintain its right to lease unsold Units, unrestricted by any leasing restrictions and limitations set forth in this Declaration, which Declarant's right to lease shall continue for so long as Declarant owns any Units in the Condominium.

21.17 Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration and no by-law, rule or regulation adopted by the

Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association's Articles of Incorporation, By-Laws or rules and regulations may be applied to discriminate against any individual in any manner described in Section 106.04, Wisconsin Statutes, or as described in any other local, state or federal statutes, ordinances, regulations and rules.

21.18 Parade of Condominiums. So long as Declarant shall own any Unit, Declarant reserves the right to submit Units as a site for any parade of condominiums (the "**Parade of Condominiums**") if such event exists in the municipality or county in which the Condominium is located. In the event that some or all of said Units are selected as a site for such a Parade of Condominiums, this Declaration shall, as to the Units enrolled in the Parade of Condominiums, for a limited period of time terminating 48 hours after the conclusion of the Parade of Condominiums, be deemed temporarily altered and modified, to the extent necessary, to permit the Parade of Condominiums in this Plat pursuant to the then current Parade of Condominiums rules. All purchasers of Units, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration by the Declarant, or any of the builders or participants in the Parade of Condominiums for the period of the Parade as set forth above, and the closing of any public or private streets in the Parade of Condominiums area. All Unit owners appoint the Declarant as their attorney-in-fact to execute all necessary petitions, applications and/or consents to facilitate said street closings for the Parade of Condominiums.

21.19 Rights of First Mortgagees. Any first lien mortgagee and guarantor (but only to the extent that the Unit Owner provides the Association with the current mailing address of any guarantor) shall be provided with written notice within fifteen (15) days of any of the following events: a) any condemnation or casualty loss that affects a material portion of the Condominium or the Unit securing its mortgage; 2) any sixty (60) day delinquency in the payment of assessments owed by the Owner of the Unit securing its mortgage which remains uncured after sixty (60) days; 3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; 4) any proposed action which would require the consent of mortgagees pursuant to the Act, the Declaration or By-Laws. A mortgagee (or someone taking title through such mortgagee) acquiring title to a Unit following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the mortgagee's acquisition of title to the Unit. A mortgagee (or someone taking title through such mortgagee) acquiring title to a Unit following an Owner's default under the mortgage shall be responsible for all assessments appurtenant to such Unit accruing on or after acquiring title to the Unit.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 6 day of October, 2020.

DECLARANT

VH GVC NE, LLC

BY: VH HOLDINGS, LLC, ITS SOLE MEMBER

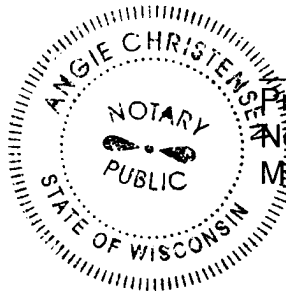
By: *Chris Hlers*

Print Name: Chris Hlers

Print Title: Authorized Signatory

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, a notary public for the above State and County, this 6 day of October, 2020, the above named Christ Hlers, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



Angie Christensen
Print Name: Angie Christensen
Notary Public, State of Wisconsin
My Commission expires: 5-1-2024

THIS DOCUMENT DRAFTED BY:

Attorney Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

**ACKNOWLEDGMENT AND CONSENT
OF MORTGAGEE**

First Business Bank, as the Mortgagee of the property described in Exhibits "A" and "A-1" hereby acknowledges the foregoing Declaration of Condominium for Grandview Northeast Condominium Homes, and expressly consents to said Condominium Declaration and its recording in the Dane County Register of Deeds Office.

Executed this 6th day of October, 2020.

FIRST BUSINESS BANK

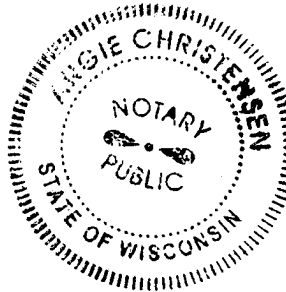
By: 

Print Name: Brian E. Hagen

Print Title: Senior Vice President

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me, Angie Christensen, notary public for the above State and County, this 6th day of October, 2020, the above named Brian E. Hagen, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.



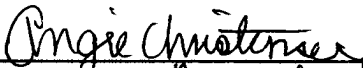

Print Name: Angie Christensen
Notary Public, State of Wisconsin
My Commission expires: 5-1-2024

EXHIBIT "A"

Legal Description of Land Subject to Declaration

Part of Lot 1, Certified Survey Map No. 15451, recorded in Volume 111 of Certified Survey Maps on pages 101-105 as Document Number 5614320, Dane County Registry, located in the NW ¼ of the SE ¼ of Section 2, T7N, R10E, City of Madison, Dane County, Wisconsin to-wit:

Beginning at the Northwest corner of said Lot 1; thence N87°43'59"E, 253.00 feet; thence S02°15'37"E, 20.00 feet; thence N87°43'59"E, 13.00 feet; thence S02°15'37"E, 129.92 feet; thence S87°44'23"W, 266.00 feet; thence N02°15'37"W, 149.89 feet to the point of beginning.

EXHIBIT "A-1"
Legal Description of Expansion Area

Part of Lot 1, Certified Survey Map No. 15451, recorded in Volume 111 of Certified Survey Maps on pages 101-105 as Document Number 5614320, Dane County Registry, located in the NW ¼ of the SE ¼ of Section 2, T7N, R10E, City of Madison, Dane County, Wisconsin to-wit:

Commencing at the Northwest corner of said Lot 1, thence N87°43'59"E, 253.00 feet to the point of beginning; thence continuing N87°43'59"E, 352.85 feet; thence N85°38'06"E, 181.85 feet; thence S00°30'04"W, 172.98 feet; thence N89°29'56"W, 335.22 feet; thence S87°44'23"W, 178.39 feet; thence N02°15'37"W, 129.92 feet; thence S87°43'59"W, 13.00 feet; thence N02°15'37"W, 20.00 feet to the point of beginning.

EXHIBIT "B"

Condominium Plat


[Attached.]

Please be advised that the Delcarant hereby directs viewers to ignore the printed text material on the maps and floor plans attached to this Exhibit "B." Only the spacial relationships of the illustrators on the maps and floor plans are being presented for your information.

DECLARANT

VH GVC NE, LLC

**BY: VH HOLDINGS, LLC, ITS SOLE
MEMBER**

By:  _____

Print Name: Chris Hlers

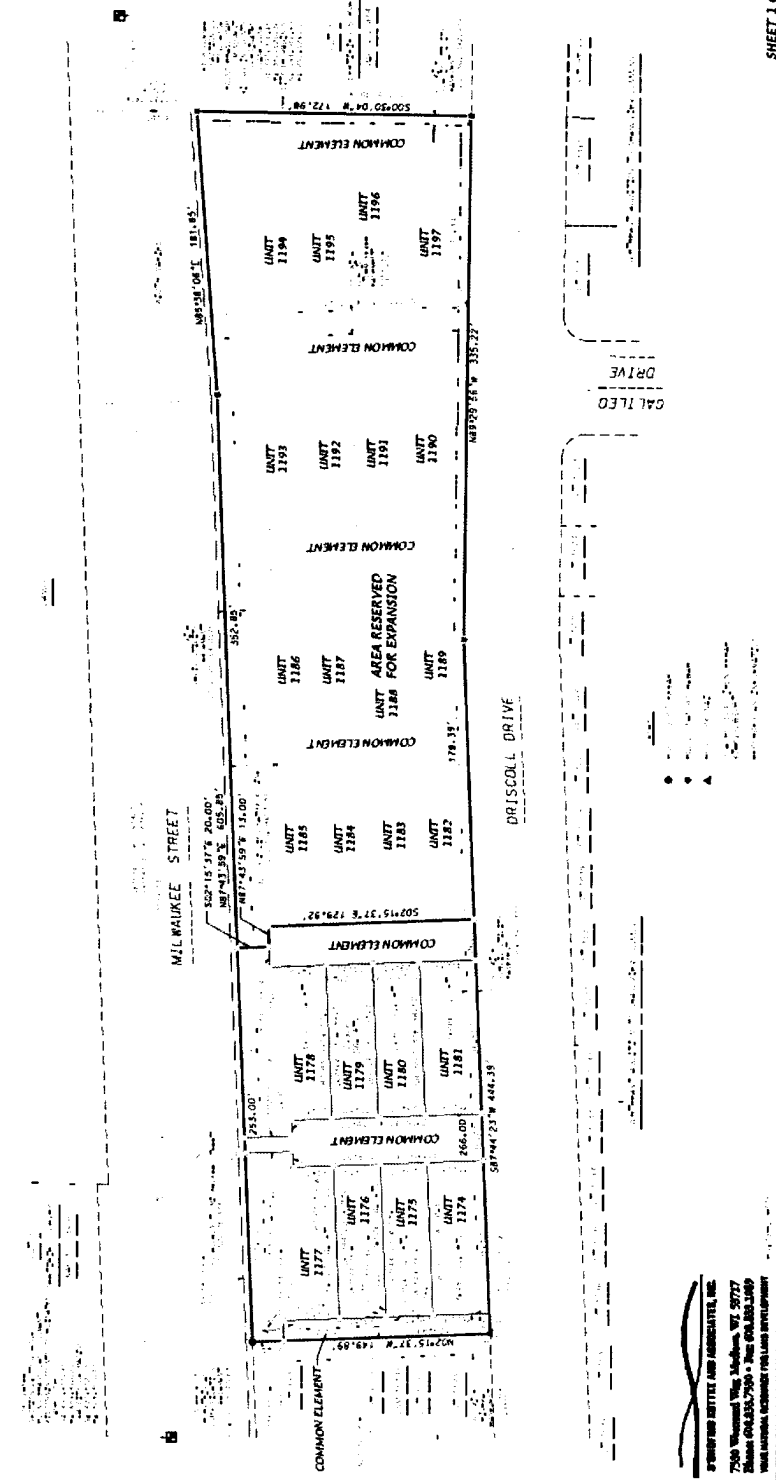
Print Title: Authorized Signatory



GRANDVIEW NORTHEAST CONDOMINIUMS, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NO. 15451,
LOCATED IN THE NW1/4 OF THE SE1/4 OF SECTION 2, T7N, R10E,
CITY OF MADISON, DANE COUNTY, WISCONSIN

This plat is submitted to the City of Madison with
reference to Sec. 220.10A, and is hereby
approved for recording.
Dated this _____ day of _____, 2020
Director Planning and Community
Development - City of Madison



GRANDVIEW NORTHEAST AND ADMINISTRATIVE, INC.
7500 Woodland Way, Madison, WI 53727
Phone: 608.555.7500 • Fax: 608.555.2480
www.grandviewrealestate.com

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

EXHIBIT "C"

Percentage Interest in Common Elements

<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	<u>VOTE(S) IN ASSOCIATION</u>
1174	6126 Driscoll Drive	12.5%	1
1175	6128 Driscoll Drive	12.5%	1
1176	6130 Driscoll Drive	12.5%	1
1177	6132 Driscoll Drive	12.5%	1
1178	6134 Driscoll Drive	12.5%	1
1179	6136 Driscoll Drive	12.5%	1
1180	6138 Driscoll Drive	12.5%	1
1181	6140 Driscoll Drive	<u>12.5%</u>	<u>1</u>
		100%	8

EXHIBIT "C-1
Percentage Interest in Common Elements if Maximum Expansion
Of Condominium Occurs

<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	<u>VOTE(S) IN ASSOCIATION</u>
1174	6126 Driscoll Drive	4.167%	1
1175	6128 Driscoll Drive	4.167%	1
1176	6130 Driscoll Drive	4.167%	1
1177	6132 Driscoll Drive	4.167%	1
1178	6134 Driscoll Drive	4.167%	1
1179	6136 Driscoll Drive	4.167%	1
1180	6138 Driscoll Drive	4.167%	1
1181	6140 Driscoll Drive	4.167%	1
Expansion 1182	6152 Driscoll Drive	4.167%	1
Expansion 1183	6154 Driscoll Drive	4.167%	1
Expansion 1184	6156 Driscoll Drive	4.167%	1
Expansion 1185	6158 Driscoll Drive	4.167%	1
Expansion 1186	6160 Driscoll Drive	4.167%	1
Expansion 1187	6162 Driscoll Drive	4.167%	1
Expansion 1188	6164 Driscoll Drive	4.167%	1
Expansion 1189	6166 Driscoll Drive	4.167%	1
Expansion 1190	6178 Driscoll Drive	4.167%	1
Expansion 1191	6180 Driscoll Drive	4.167%	1
Expansion 1192	6182 Driscoll Drive	4.167%	1
Expansion 1193	6184 Driscoll Drive	4.167%	1
Expansion 1194	6186 Driscoll Drive	4.167%	1
Expansion 1195	6188 Driscoll Drive	4.167%	1
Expansion 1196	6190 Driscoll Drive	4.167%	1
Expansion 1197	6192 Driscoll Drive	<u>4.167%</u>	<u>1</u>
		100%	24

Note: The designation of expansion units (Expansion 1182, Expansion 1183, etc.) will be replaced upon expansion of the Condominium.

BY-LAWS
OF
GRANDVIEW COMMONS
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

Section 1. Name. The name of the corporation shall be Grandview Commons Homeowners Association, Inc. (the "**Association**"). The Association is a duly created Wisconsin non-stock corporation.

Section 2. Principal Office. The principal office of the Association shall be 6801 South Towne Drive, Madison, Wisconsin 53713, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. The Association has been organized to manage property owned by the Association located in the Grandview Commons neighborhood, Madison, Dane County, Wisconsin, as regulated by that certain Declaration of Conditions, Covenants and Restrictions (hereinafter "**Declaration**"), recorded in the Office of the Dane County Register of Deeds, Madison, Wisconsin on December 19, 2002, as Document No. 3615505. All terms used in these By-Laws and not otherwise defined herein shall have the definition found in said Declaration. The Declaration is hereby incorporated by reference in and to these By-Laws.

ARTICLE II
DIRECTORS

Section 1. Number and Term. The number of directors which shall constitute the whole board shall be not less than three (3) nor more than five (5). The initial Board shall be composed of three (3) Directors. Except for the initial Board named in the Articles, all Directors shall be Members. The number of Directors may be changed by the Members at the annual meeting. Each director shall be elected to serve for a term of one (1) year, or until his or her successor shall be elected and shall qualify, except that the initial Board of Directors may resign if Members fail to elect a replacement Board pursuant to Section 4, below.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or

successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal. Directors may be removed for cause by an affirmative vote of a majority of the votes of Members. No Director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors; Owner's Committee.

A) The first Board of Directors named in the Articles of Incorporation shall hold office and exercise all powers of the Board of Directors as provided in the Association's Articles of Incorporation ("Articles"), these By-Laws and the Declaration, until such time as the Developer, as that term is defined in the Declaration, no longer owns an interest in any of the Member Lots, or until Developer voluntarily turns over control of the Architectural Control Committee to the Association, as permitted in the Declaration, whichever occurs first. At such time, the Members shall elect a successor Board of Directors. Such Board shall be Members of the Association. The initial Board of Directors shall be exempt from liability to the Association in accordance with the terms of S. 181.0855 Wis. Stats., except that all Members acknowledge that the initial Board of Directors consist of principals and employees of the Developer who intend to derive a profit for the Developer and personally as a result of their efforts in connection with the management and control of the Association. In the event there is a dispute as to whether the Directors are entitled to indemnification under S. 181.0872 Wis. Stats., then the method of determining the right of indemnification shall be that set forth in S. 181.0873(2) Wis. Stats.

B) At any time after formation of the Association the Board of Directors may create, on an informal basis, and subject to such terms, rules and regulations as the Board of Directors may determine, a committee of Owners, as that term is defined in the Declaration, to consult with the Board on an informal basis, on issues brought to the attention of said committee by the Board of Directors. Nothing herein shall be construed to grant to said committee any rights, powers or authority, to determine any matters authority over which is delegated to the Board of Directors pursuant to the terms of the By-Laws, the Articles or applicable law, but instead, said committee is intended to provide the Board of Directors with access to a limited number of Owners for the purpose of seeking input on issues that may be important to Owners, the Board of Directors, the Association or the Development in general.

Section 5. Powers. The business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles, the Declaration or these By-Laws. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A)** To levy and collect according to the provisions of the Declaration, the Articles and these By-Laws regular and special Assessments for purposes set forth in the Declaration, the Articles or these By-Laws.
- B)** To use and expend the assessments collected to maintain, repair, replace, care for and preserve the property owned by the Association and for other common expenses, as set forth in the Declaration.
- C)** To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D)** To enter into and upon the Common Property when necessary in connection with said maintenance, care and preservation.
- E)** To designate and retain personnel necessary for said maintenance, repair, replacement, care and preservation.
- F)** To insure and keep insured the Common Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Association and its Members, if possible, against public liability arising out of the property or business of the Association, and to purchase such other insurance as the Board of Directors may deem advisable. This shall include the purchase of "blanket" or master insurance policy or policies on the Common Property.
- G)** To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Owners for violations of these By-Laws and the Declaration.
- H)** To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Property.
- I)** To make reasonable by-laws, rules and regulations for the occupancy and use of the Common Property.
- J)** To contract for management of the Association and to delegate to such other party all powers and duties of the Association.
- K)** To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.
- L)** To maintain legal actions, on behalf of the Owners, with respect to any cause of action relating to the Common Property.

M) To borrow money on behalf of and grant mortgages and other security interests in the Common Property of the Corporation.

N) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O) To invest surplus funds.

P) To enforce by all appropriate methods, after providing affected Owner(s) with an opportunity to be heard, the provisions of the Articles of Incorporation, these By-Laws, the Declaration and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 6. Compensation. Neither Directors nor officers of the Association shall receive compensation for their services as such, except as may be authorized by a majority of the Members.

Section 7. Meetings.

A) The first meeting of each board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' annual meeting and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A) Roll call;
- B) Reading of Minutes of the last meeting;
- C) Consideration of communications;
- D) Resignations and elections;
- E) Reports of officers and employees;
- F) Reports of committees;
- G) Unfinished business;
- H) Original resolutions and new business;
- I) Adjournment.

Section 9. Annual Statement. The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

ARTICLE III **OFFICERS**

Section 1. Executive Officers. The executive officers of the Association shall be a President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary of the corporation.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, which shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President.

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association, except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts of the Association.

B) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C) The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Secretary.

A) The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings of the Members and Directors.

B) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C) The Secretary shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act.

D) The Secretary shall be custodian of the corporate records and of the seal, if any, of the Association.

E) The Secretary shall keep a register of the Post Office address of each Member and their respective mortgagees (including land contract vendors), if any, which shall be furnished to the Secretary by such Member.

F) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. The Treasurer.

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and

other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common property, specifying and itemizing the maintenance and repair expenses of the common property and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.

D) The Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and the restoration to the Association in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his or her possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or other officer may resign his or her office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV **MEMBERSHIP**

Section 1. Definitions. Membership in the Association shall be determined in accordance with the Declaration.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Members Lot. Such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V **MEETINGS OF MEMBERSHIP**

Section 1. Place. All meetings of the Association membership shall be held at such place in Dane County, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A) An annual meeting of the Members shall be held during the month of April of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B) At the annual meeting, the Members, by a majority vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.

C) Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

A) Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Fifty-one (51%) percent of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote. All Owners (as defined in the Declaration) shall be entitled to one (1) vote (unless such vote is restricted as set forth in the Declaration). At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. If by proxy, such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Property is owned by more than one Member Lot Owner (individual or corporate), the vote attributable to that Property shall not be counted if the Member Lot Owners are not unanimous. There shall be no fractional vote. The Member Lot Owners of the Property shall file a certificate with the Secretary naming the person authorized to cast said Property's vote. If same is not on file, the vote of such Property shall not be considered, nor shall the presence of said Member Lot Owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

- A) Roll Call;

- B) Proof of Notice of Meeting or Waiver of Notice;
- C) Reading of Minutes of Prior Meeting;
- D) Officers' Reports;
- E) Committee Reports;
- F) Elections;
- G) Unfinished Business;
- H) Adoption and Approval of an Annual Budget;
- I) New Business;
- J) Adjournment.

ARTICLE VI **NOTICES**

Section 1. Definitions. Whenever under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time.

ARTICLE VII **FINANCES**

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments.

A) Assessments shall be determined in accordance with the terms and conditions set forth in the Declaration. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of common expenses shall be assessed as provided for in the Declaration in the proportion or percentages of sharing common expenses as provided in said Declaration. Said Assessments shall be payable as provided in said Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments.

B) When the Board of Directors has determined the amount of any Assessments, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Audits of Account. The accounts and records which the Treasurer must keep pursuant to the provisions of these By-Laws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a common expense.

ARTICLE VIII
RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, additional Rules and Regulations may hereafter be adopted by the Board of Directors or the Architectural Control Committee, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, and shall govern the use of Member Lots and the conduct of all Owners and Occupants thereof.

Every Owner and Occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin, or the City of Madison or adopted by the Association, its Board of Directors or the Architectural Control Committee.

ARTICLE IX **DEFAULT**

Section 1. In the event an Owner does not pay any sum, charge, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Owner. Such lien may be foreclosed by suit by the Association as set forth in the Declaration. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same.

Section 2. Any Assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at a rate to be determined in accordance with the Declaration or by the Board of Directors, or if none has been so determined, 18% per annum.

Section 3. If the Association becomes the Owner of a Property, it shall offer said Property for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the property. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the property.

Section 4. In the event of a violation of the provisions of the Declaration, the Articles or By-Laws, which violation is not corrected within thirty (30) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

Section 5. In the event such legal action is brought against an Owner and results in a judgment for the Association, the Defendant shall pay the Association's reasonable attorneys' fees and court costs.

Section 6. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Owner's, and to preserve each Owner's right to enjoy his Property free from unreasonable restraint and nuisance.

ARTICLE X
JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple Owners.

ARTICLE XI
SEAL

The Corporation has no seal.

ARTICLE XII
AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of sixty-seven (67%) percent of all the Members who may vote either in person at the meeting or be represented by proxy to amend these By-Laws. Notwithstanding the foregoing or anything else set forth herein, the Developer, as that term is defined in the Declaration, may amend any term, covenant or condition of these By-Laws during the entire period of time in which Developer may amend the Declaration pursuant to Section (D-4) of the Declaration, without the consent or approval of the Owners, Members, Directors or Officers of the Association.

ARTICLE XIII
PERSONAL APPLICATION

All Owners, tenants of such Owners, employees of Owners and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Declaration, Articles and these By-Laws. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Declaration, the Articles or these By-Laws, shall be deemed to be binding on all Owners.

ARTICLE XIV
EFFECTIVE DATE OF BY-LAWS HEREIN ESTABLISHED

These By-Laws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are amended by an

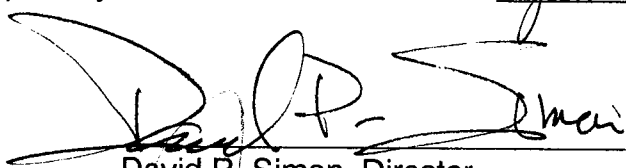
amendment duly adopted by the Members of the Association in accordance with the provisions of ARTICLE XII hereof.

ARTICLE XV
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of the By-Laws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

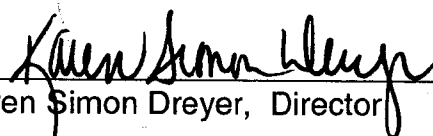
These By-Laws were adopted by the Board of Directors on Jan
1, 2003.



David P. Simon, Director



Jeffrey N. Simon, Director



Karen Simon Dreyer, Director

ARTICLES OF INCORPORATION - Nonstock Corporation

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Grandview Commons Homeowners Association, Inc.

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: David P. Simon

Article 4. Street address of the initial office:

(The complete address, including street and number, if assigned, and ZIP code. PO Box address may be included as a part of the address, but is insufficient alone.)

2800 Royal Avenue

Madison, Wisconsin 53713

Article 5. Mailing address of the initial principal Office: 2800 Royal Avenue

Madison, Wisconsin 53713

Article 6. (Select and mark (X) one of the statements below)

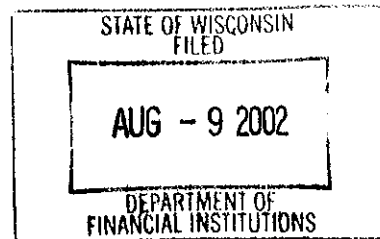
(X) The corporation will have members. OR () The corporation will not have members.

(OPTIONAL) **Article 7.** Name and address of the initial directors (minimum of three):

David P. Simon
2800 Royal Avenue, Suite 210
Madison, WI 53713

Ms. Karen Simon Dreyer
2800 Royal Avenue
Madison, WI 53713

Mr. Jeffrey N. Simon
2800 Royal Avenue
Madison, WI 53713



FILING FEE - \$35.00 See instructions, suggestions, and procedures on following pages.

DFI/CORP/102(R2/01) Use of this form is voluntary.

WI - DFI CORP
FILE ID# ➔

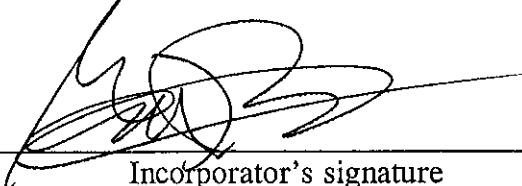
G032584

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

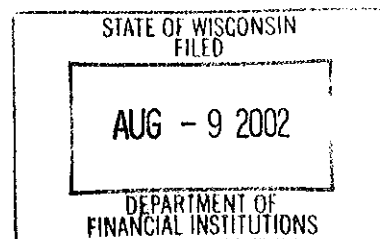
Intentionally left blank.

Article 9. Name and complete address of each incorporator:

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703



Incorporator's signature



Incorporator's signature

This document was drafted by Gregory J. Paradise
(Name the individual who drafted the document)

◆ OPTIONAL - Second choice corporate name if first choice is not available:

DFI/CORP/102(R2/01)

ARTICLES OF INCORPORATION

Nonstock Corporation

+

Attorney Gregory J. Paradise
Mohs, MacDonald, Widder & Paradise
20 North Carroll Street
Madison, WI 53703

+

◆ **Your name, return address and phone number during the day: (608) 256-1978.**

INSTRUCTIONS (Ref. Sec. 181.0202 Wis. Stats. For document content)

Form SS-4 (Rev. December 2001) Department of the Treasury Internal Revenue Service		Application for Employer Identification Number (For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.) ▶ See separate instructions for each line. ▶ Keep a copy for your records.		EIN 20-0877375 OMB No. 1545-0003					
1* Legal name of entity (or individual) for whom the EIN is being requested Grandview Commons Homeowners Association Inc									
2 Trade name of business (if different from name on line 1)			3 Executor, trustee, "care of" name						
4a* Mailing address (room, apt., suite no. and street, or P.O. box) 6801 South Towne Drive			5a Street address (if different) (Do not enter a P.O. box)						
4b* City, state, and ZIP code Madison WI 53713 -			5b City, state, and ZIP code						
6* County and state where principal business is located County Dane State WI									
7a* Name of principal officer, general partner, grantor, owner, or trustor Veridian Development LLC			7b* SSN, ITIN, EIN 11-3691080						
8a* Type of entity (check only one) <table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;"> <input type="checkbox"/> Sole Proprietor (SSN) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶ 1121H <input type="checkbox"/> Personal Service <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Other nonprofit organization (specify) ▶ <input type="checkbox"/> Other (specify) ▶ </td> <td style="width:50%; border:none;"> <input type="checkbox"/> Estate (SSN of decedent) <input type="checkbox"/> Plan administrator (SSN) <input type="checkbox"/> Trust (SSN of grantor) <input type="checkbox"/> National Guard <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> REMIC Group Exemption NO. (GEN) ▶ </td> </tr> <tr> <td style="border:none;"></td> <td style="border:none;"> <input type="checkbox"/> State/local government <input type="checkbox"/> Federal government/military <input type="checkbox"/> Indian tribal government/enterprises </td> </tr> </table>						<input type="checkbox"/> Sole Proprietor (SSN) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶ 1121H <input type="checkbox"/> Personal Service <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Other nonprofit organization (specify) ▶ <input type="checkbox"/> Other (specify) ▶	<input type="checkbox"/> Estate (SSN of decedent) <input type="checkbox"/> Plan administrator (SSN) <input type="checkbox"/> Trust (SSN of grantor) <input type="checkbox"/> National Guard <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> REMIC Group Exemption NO. (GEN) ▶		<input type="checkbox"/> State/local government <input type="checkbox"/> Federal government/military <input type="checkbox"/> Indian tribal government/enterprises
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	<input type="checkbox"/> State/local government <input type="checkbox"/> Federal government/military <input type="checkbox"/> Indian tribal government/enterprises								
8b* If a corporation, name the state or foreign country (if applicable) where incorporated		State WI	Foreign country						
9* Reason for applying (check only one) <table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;"> <input checked="" type="checkbox"/> Started new business (specify type) ▶ Homeowners Associati <input type="checkbox"/> Hired employees (Check the box and see line 12) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ </td> <td style="width:50%; border:none;"> <input type="checkbox"/> Banking purpose (specify purpose) ▶ <input type="checkbox"/> Changed type of organization (specify new type) ▶ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ <input type="checkbox"/> Created a pension plan (specify type) ▶ </td> </tr> </table>						<input checked="" type="checkbox"/> Started new business (specify type) ▶ Homeowners Associati <input type="checkbox"/> Hired employees (Check the box and see line 12) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶	<input type="checkbox"/> Banking purpose (specify purpose) ▶ <input type="checkbox"/> Changed type of organization (specify new type) ▶ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ <input type="checkbox"/> Created a pension plan (specify type) ▶		
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10* Date business started or acquired (month, day, year) DEC 19 2002			11* Closing month of accounting year DEC						
12 First date wages or annuities were paid or will be paid (month, day, year) <i>Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)</i> ▶									
13 Highest number of employees expected in the next twelve months <i>Note: If the applicant does not expect to have any employees during the period, enter "-0-"</i> ▶				Agriculture 0	Household 0				
14* Check box that best describes the principal activity of your business <table style="width:100%; border:none;"> <tr> <td style="width:33%; border:none;"> <input type="checkbox"/> Construction <input type="checkbox"/> Real estate <input checked="" type="checkbox"/> Other (specify) Management of homeowners association </td> <td style="width:33%; border:none;"> <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Manufacturing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Finance & insurance </td> <td style="width:33%; border:none;"> <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Wholesale-other </td> </tr> </table>						<input type="checkbox"/> Construction <input type="checkbox"/> Real estate <input checked="" type="checkbox"/> Other (specify) Management of homeowners association	<input type="checkbox"/> Rental & leasing <input type="checkbox"/> Manufacturing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Finance & insurance	<input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Wholesale-other	
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15* Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided. management of homeowners association									
16a* Has the applicant ever applied for an employer identification number for this or any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Note If "Yes" please complete lines 16b and 16c</i>									
16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above. Legal name ▶ Trade name ▶									
16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known. Approximate date when filed (month, day, year) City and state where filed Previous EIN									
Complete section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form									
Third Party Designee		Designee's name Address and ZIP code		Designee's telephone number (include area code) () - Designee's fax number (include area code) () -					
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.									
Name and title (type or print clearly) ▶ Donald A Esposito Jr Assistant Sec Signature ▶ Not Required				Applicant's telephone number (include area code) (608) 226 - 3100 Applicant's fax number (include area code) (608) 223 - 0439					
Date ▶ March 18, 2004 GMT									



Internal Revenue Service

The
Digital
Daily

DEPARTMENT OF THE TREASURY

| | |

Federal Tax ID / EIN

This is your provisional Employer Identification Number:

20-0877375

Today's Date is: March 18, 2004 GMT

You will receive a confirmation letter in U.S. mail within fifteen days.
The letter will also contain useful tax information for your business or organization.

If you have input any of the information on your application in error, please wait seven days and contact the EIN Toll Free area at 1-800-829-4933, Monday - Friday, 7:30am - 5:30pm. If you do not want to call, please make corrections on the letter you receive confirming your EIN and return it to the IRS.

You may click on the buttons below for different print options or to fill out another Form SS-4.

[Review and Print Form SS-4](#)

[Fill Out Another Form SS-4](#)

[Click here](#) to return to the Internet Employer Identification Number landing (start) page.

ADMINISTRATIVE RULES AND REGULATIONS
OF
GRANDVIEW NORTHEAST CONDOMINIUMS

ADMINISTRATIVE RULES AND REGULATIONS

GRANDVIEW NORTHEAST CONDOMINIUMS

The following rules and regulations relating to the use of the Common Elements and Units of the Condominium are intended to enhance the general enjoyment of life at the Condominium. These rules supplement the provisions of Wisconsin law, City of Madison ordinances, the Declaration of Condominium and the Articles of Incorporation and the By-Laws of The Grandview Commons Homeowners Association, Inc. ("**Association**"), all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of other Unit Owners. The rules set forth below are adopted and may be amended by the Board of Directors of the Association. All capitalized terms herein have the same definition as provided in the Declaration of Condominium.

ARTICLE I GENERAL

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Grandview Northeast Condominiums (the "**Declaration**").

1.03 Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 55° Fahrenheit during the winter months.

ARTICLE II APPEARANCE

2.01 Signs. No sign of any kind shall be displayed to the public view on or in any Unit without prior written consent of the Association, except one sign of not more than six square feet advertising the property for sale or rent, or signs without regard to size used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its Declarant shall be permitted. The Declarant reserves the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Hanging of Garments and Window Coverings. The hanging of garments from the windows, balconies or any facades of the Condominium is prohibited. No sheets or blankets shall be used for window coverings.

2.03 Protrusions. No awning, machines, hot tubs, air conditioning units, wiring for electrical or telephone installation or other similar protrusions shall be allowed on the exterior of any improvement located on a Unit without the prior written consent of the Association.

2.04 Laundry. No laundry is to be hung upon patios, on decks or in windows for any reason.

2.05 Decks and Patios. All stoops, decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for patio and deck furniture. With respect to all decks, if any decks are added to a Unit, the deck must first be approved by the Association. All decks shall be stained as approved by the Association. All screening of decks, where required by the Association, shall be stained to match the deck as approved by the Association. All decks and deck screening shall be maintained by the Unit Owners.

2.06 Communications Equipment. (Note: The Declaration may contain additional restrictions concerning the subject matter of this rule.)

a) No antennas, satellite dishes or similar devices (collectively "**Communication Equipment**") shall be attached to any Building, Unit or installed on the Common Elements without the prior written consent of the Association.

(b) Any Unit Owner desiring to install Communication Equipment shall submit to the Association a written request accompanied by details regarding the size, location, operation, installation procedures and installation contractor for the requested Communication Equipment.

(c) Any Unit Owner who installs Communication Equipment on a Unit shall be solely responsible for the cost of installing and maintaining such Communication Equipment in a good and safe condition. A Unit Owner shall indemnify and hold the Association harmless from any and all losses, costs and liability, and for any damage to a Unit resulting from installation and operation of such Unit Owner's Communication Equipment.

(d) Any Unit Owner who installs Communication Equipment on a Unit shall be responsible for removing such Equipment and professionally restoring the Building to its original condition in the event the Unit is sold.

2.07 Fences. No fences shall be permitted unless such fences are approved by the Association. All permitted fences must be made of wood, and shall be first approved in terms of design and location by the Association. Fencing is permitted with the prior written approval of the Association, which may permit the installation of fences for screening and aesthetic purposes only. Fences shall not be permitted as a means of enclosure of Common Areas. Any fences which are permitted in writing by the Association shall be maintained by the Unit Owner requesting that the fence be permitted.

2.08 Out-Buildings. No out-building or accessory building of any nature shall be erected or permitted.

2.09 Wind-Powered / Solar Electric Generators. No wind-powered or solar electric generators shall be placed or maintained upon any portion of the Condominium or a Unit without the prior written approval of the Association.

2.10 Firewood Storage. No firewood or wood pile shall be kept outside a structure.

2.11 Lighting. Exterior lighting installed on any Unit must first be approved by the Association, and shall either be indirect or of such controlled focus and intensity that such lighting will not disturb other Unit Owners.

2.12 Mailboxes. Mailboxes and posts serving each Unit shall be as provided by the Developer, initially, and thereafter by the Association, to provide for a uniform design. Maintenance and replacement of the mailboxes and posts shall be undertaken by the Association.

2.13 Vehicle and/or Equipment Storage. No inoperable, dilapidated or junk vehicles of any nature may be kept except in a fully enclosed garage. The exterior storage of boats, trailers, onsite mini storage containers, onsite storage PODS, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks (collectively, without limitation by reason of enumeration “**Equipment**”), of any nature is prohibited whether or not screened from public view. No Equipment shall be parked or stored on lawns. The temporary storage of vehicles in a drive area for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No commercial vehicles, including trucks, semi-trailers or trailers or vans may be stored or parked overnight on or in front of said Units except in an enclosed garage.

ARTICLE III USE RESTRICTIONS

3.01 Animals. Livestock (including rabbits, poultry, birds and other animals) shall not be kept in any Unit or upon any Common Elements or other part of the Condominium. Pets, including dogs, cats, and other household pets (not to exceed two (2) in number and not more than thirty-five (35) pounds in weight individually or one (1) in number, but not more than seventy (70) pounds individually) may be kept by Unit Owners within each Unit Owner’s respective Unit, but shall not be maintained for breeding purposes. Dogs and cats shall be carried or kept on a leash at all times while outdoors. Household pets shall not be permitted to commit or cause a nuisance or any unreasonable disturbance. Pets shall not be left unattended while outdoors. Unit Owners are responsible for immediate clean-up of their pets, regardless of the circumstances. Unit Owners are pecuniarily liable for any damage to the Common Elements and other property of the Association or the property of other Unit Owners and any of their guests or invitees including but not limited to carpeting, doors, walls, plantings or lawns committed or caused by their pets.

3.02 Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03 Lease of Units. As a general rule each Unit shall be occupied by the Unit Owner. No person shall have the right to purchase a Unit with the intent to lease the Unit to third parties unless the same is purchased by a child/(children) for occupancy by a parent(s) for estate planning purposes of the parent(s), and then only to be occupied by such parent(s) providing that the child/(children) so purchasing shall notify the Association in writing of said intended ownership, purpose and

occupancy with a certificate stating the name of the parent(s) and that the same is for such estate planning purposes. If, subsequent to a Unit Owner's purchase and occupancy of the Unit, the Unit Owner wishes to lease the Unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment or other similar reason, the Unit Owner may lease the Unit, but only upon compliance with the following conditions: (i) Any lease shall be in writing; (ii) Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease the Unit (the "**Statement**"); (iii) The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months. The Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing of the Unit and the Unit Owner shall not lease the Unit.

The Association shall be irrevocably presumed to have consented to any lease if it does not give the Unit Owner written notice of the Association's refusal of consent within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

Any Unit Owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Association, and shall inform the Association of the names of all persons who will occupy the Unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the names of all such occupants to the Association.

Notwithstanding the above listed procedure for the leasing of Units, the Declarant shall maintain its right to lease unsold Units, unrestricted by any leasing restrictions and limitations set forth in this Declaration, which Declarant's right to lease shall continue for so long as Declarant owns any Units in the Condominium.

3.04 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.05 Discarding of Refuse. The Common Elements and the Units shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, clean and out of site from general public view. No incinerator shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed on any of the Common Elements by any Unit Owner.

Garbage/recycling receptacles may not set out more than 12 hours prior to pickup by the municipality. Garbage/recycling receptacles may not be left out more than 12 hours after pick up by the municipality

3.06 Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may have a detrimental effect on the value of other Units and/or improvements. Unit Owners shall not allow any sounds to be generated which are audible outside of their Units nor shall they allow odors to be unreasonably dispelled from their Units.

3.07 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

ARTICLE IV ARCHITECTURAL RESTRICTIONS

4.01 Architectural Changes. Unit Owners shall not make any changes to the architectural structure or floor plan of any Unit without proper written consent as required under the Declaration. All materials and fixtures installed by the Unit Owner in connection with any changes described in this Section shall be of first class quality, new and fully paid for by the Unit Owner.

4.02 Costs for Architectural Changes. As a precondition to considering any request submitted by a Unit Owner under Section 4.01, above, the Association or the Architectural Control Committee (the "ACC") acting on its behalf may require the Unit Owner to provide, at Unit Owner's expense, an expert study prepared by an architect or engineer showing the effect, if any, of the architectural changes upon the structure and building systems of the building within the Unit.

4.03 Minimal Disruption. In implementing any architectural changes approved by the Association or the ACC, the Unit Owner shall use all reasonable efforts to minimize disruption to other Unit Owners. All construction work shall be performed during normal business hours.

ARTICLE V AMENDMENTS

5.01 Amendments. This document may be amended at any time by the Board of Directors of the Association.

STATUTORY RESERVE
ACCOUNT STATEMENT

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

RE: **Grandview Northeast Condominiums**, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium of Grandview Northeast Condominiums," dated October 6, 2020, and recorded on October 15, 2020, in the Office of the Register of Deeds for Dane County, Wisconsin, as Document No. 5649541, and by a Condominium Plat therefore (hereinafter "**Condominium**"). The legal description of the Condominium is attached hereto as Exhibit "A."

DOCUMENT #
5662182
11/16/2020 11:08 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 2

The above recording information verifies that this document has been electronically recorded and returned to the submitter.

As described in the Declaration of Condominium, the Condominium shall not have a Statutory Reserve Account, as described in Wis. Stat. § 703.163. This determination is made by the Declarant pursuant to the authority granted to the Declarant in Wis. Stat. § 703.163(3)(c).

Name and Return Address:

Timothy F. Umland
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703

See Exhibit A
(Parcel Identification Number)

As the Condominium does not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by either (i) reserve accounts not governed by Wis. Stat. §703.163 or (ii) by assessments of Unit Owners.

Dated this 10 day of November, 2020.

VH GVCNE LLC, a Wisconsin limited liability company, Declarant



By: Chris Ehlers, Authorized Signatory

ACKNOWLEDGEMENT

AUTHENTICATION

Signature(s): _____

authenticated this ___ day of _____, 2020.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____ authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Timothy F. Umland

STATE OF WISCONSIN)
DANE COUNTY)

Personally came before me this 10 day of November, 2020, the above named Chris Ehlers to me known to be the person who executed the foregoing instrument and acknowledged the same.

* Angie Christensen
Print Name: Angie Christensen
Notary Public, State of Wisconsin
My commission is permanent. (If not, state expiration date: 5-1-2024)

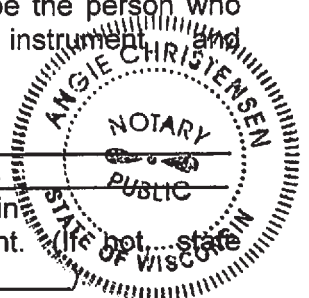


EXHIBIT "A"

Legal Description

Units 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, and any future Units added to the Condominium by expansion, Grandview Northeast Condominiums, City of Madison, Dane County, Wisconsin.

UNIT #	PARCEL #	STREET ADDRESS
1174	0710 - 024 - 4601 - 3	6126 DRISCOLL DR
1175	0710 - 024 - 4602 - 1	6128 DRISCOLL DR
1176	0710 - 024 - 4603 - 9	6130 DRISCOLL DR
1177	0710 - 024 - 4604 - 7	6132 DRISCOLL DR
1178	0710 - 024 - 4605 - 5	6134 DRISCOLL DR
1179	0710 - 024 - 4606 - 3	6136 DRISCOLL DR
1180	0710 - 024 - 4607 - 1	6138 DRISCOLL DR
1181	0710 - 024 - 4608 - 9	6140 DRISCOLL DR