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THE BROWNSTONE CONDOMINIUM

SUN PRAIRIE, WISCONSIN

Declarant: Lake City Construction Group, LLC, Registered Agent
2964 Nessie Lane
Sun Prairie, WI 53590

DISCLOSURE MATERIALS

This booklet contains materials required by Wisconsin law to be disclosed to prospective purchasers of condominium units at THE BROWNSTONE CONDOMINIUM. This information is provided for your protection and assistance. You should read these materials carefully.

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 ARE GIVEN TO YOU AS REQUIRED BY LAW AND 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 FIVE (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 ON ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (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 FIVE (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.

INDEX TO DISCLOSURE MATERIALS

In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a Unit in The Brownstone Condominium, and contains the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the Condominium, the Units and the Common Elements.

2. FLOOR PLAN AND MAP. The Declarant has provided floor plans of the Units being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and Common Elements which are part of the Condominium. The plans and map begin at Exhibit A1.

3. PERCENTAGE OF OWNERSHIP. Each Unit's percentage of ownership in the Common Elements of the Condominium shall be as set forth in Section E, paragraph 1, of the Declaration.

4. ARTICLES OF INCORPORATION. The operation of a Condominium is governed by the Association, of which each Unit Owner is a member. Powers, duties and operation of an Association are specified in its Articles of Incorporation.

5. BYLAWS. The Bylaws contain rules which govern the Condominium and affect the rights and responsibilities of Unit Owners.

6. MANAGEMENT OR EMPLOYMENT CONTRACTS. There are no management or employment contracts in effect to date.

7. LEASES. Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the Condominium. There are no such leases or agreements to date involving The Brownstone Condominium.

8. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The operating budget is an estimate of those charges which are in addition to mortgage, real estate taxes and utility payments. The budget is shown on the last page of these disclosure materials.

9. EXECUTIVE SUMMARY. The Executive Summary highlights for a buyer of a Condominium Unit essential information regarding the Condominium.

DANE COUNTY
REGISTER OF DEEDS

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DECLARATION OF CONDOMINIUM OF

THE BROWNSTONE CONDOMINIUM

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DECLARATION OF CONDOMINIUM OF

THE BROWNSTONE CONDOMINIUM

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A. SUBMISSION TO ACT

The undersigned, Lake City Construction Group, LLC, the owner of the property described in Section C below, hereby subjects said property to Chapter 703, Wisconsin Statutes, the Wisconsin Condominium Ownership Act.

B. NAME AND ADDRESS

The name of the Condominium is "The Brownstone Condominium." The address for the Condominium is c/o Kevin L. Shipley, 2964 Nessie Lane, Sun Prairie, Wisconsin 53590. The addresses of the units are as follows:

Unit Number	Address
101	2581 Smith's Crossing, Unit 101
102	2581 Smith's Crossing, Unit 102
103	2581 Smith's Crossing, Unit 103
104	2581 Smith's Crossing, Unit 104
105	2581 Smith's Crossing, Unit 105
106	2581 Smith's Crossing, Unit 106
107	2581 Smith's Crossing, Unit 107
108	2581 Smith's Crossing, Unit 108
110	2581 Smith's Crossing, Unit 110
112	2581 Smith's Crossing, Unit 112
114	2581 Smith's Crossing, Unit 114
120	2581 Smith's Crossing, Unit 120
130	2581 Smith's Crossing, Unit 130
140	2581 Smith's Crossing, Unit 140
150	2581 Smith's Crossing, Unit 150
201	2581 Smith's Crossing, Unit 201
202	2581 Smith's Crossing, Unit 202
203	2581 Smith's Crossing, Unit 203
204	2581 Smith's Crossing, Unit 204
205	2581 Smith's Crossing, Unit 205
206	2581 Smith's Crossing, Unit 206
207	2581 Smith's Crossing, Unit 207
208	2581 Smith's Crossing, Unit 208
209	2581 Smith's Crossing, Unit 209
210	2581 Smith's Crossing, Unit 210
211	2581 Smith's Crossing, Unit 211
212	2581 Smith's Crossing, Unit 212

Unit Number	Address
213	2581 Smith's Crossing, Unit 213
214	2581 Smith's Crossing, Unit 214
215	2581 Smith's Crossing, Unit 215
301	2581 Smith's Crossing, Unit 301
302	2581 Smith's Crossing, Unit 302
303	2581 Smith's Crossing, Unit 303
304	2581 Smith's Crossing, Unit 304
305	2581 Smith's Crossing, Unit 305
306	2581 Smith's Crossing, Unit 306
307	2581 Smith's Crossing, Unit 307
308	2581 Smith's Crossing, Unit 308
309	2581 Smith's Crossing, Unit 309
310	2581 Smith's Crossing, Unit 310
311	2581 Smith's Crossing, Unit 311
312	2581 Smith's Crossing, Unit 312
313	2581 Smith's Crossing, Unit 313
314	2581 Smith's Crossing, Unit 314
315	2581 Smith's Crossing, Unit 315

All Units are located in Sun Prairie, Wisconsin 53590.

C. LEGAL DESCRIPTION

The legal description of the property on which the Condominium is located and which Declarant, Lake City Construction Group, LLC, hereby subjects to the provisions of the Wisconsin Condominium Ownership Act and this Declaration is as follows:

> Lot 2, Certified Survey Map Number 10777, recorded in Volume 64 of Certified Survey Maps, page 131, as Document Number 3733318, in the City of Sun Prairie, Dane County, Wisconsin.

Tax Parcel No. 282/0810-132-4345-2

(Owner: Lake City Construction Group, LLC)

The Declarant has not reserved the right to add additional property by expanding the Condominium.

D. DEFINITIONS AND DESCRIPTIONS

In this Declaration the following words are defined as set forth below:

1. Unit. "Unit" is that part of the Condominium designed and intended for the exclusive independent use of its owner.

a. A Unit includes one or more contiguous or non-contiguous cubicles of air; the exterior boundaries of each cubicle being the unfinished interior surface of the perimeter walls surrounding the cubicle, the unfinished lower surface of the ceiling of the highest story of the cubicle, and the uncovered or unfinished upper surface of the floor of the lower story of the cubicle.

b. In addition a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air:

1) All doors and windows, their interior casements, and all their opening, closing and locking mechanisms and hardware;

2) All wall, floor, baseboard and ceiling mounted electrical fixtures, outlets and switches and the junction boxes serving them, together with the cable television connection to the Unit, if any, and the junction box serving the connection;

3) All components of any heating, hot water heater or air conditioning unit or units, including free-standing condensers;

4) The garage contiguous to the Unit, if any.

c. Utility and Structural Components Not Included In Unit. No Unit Owner shall own any electrical, plumbing, heating, air conditioning, telephonic or structural components running through his or her Unit which serve more than his or her Unit, nor shall any Unit Owner own the building framework or structural components of the Unit.

d. Unit Identification. Units are identified by number and located on the Condominium Plat of the Condominium. This description includes the interest pertaining to the Unit in the Common Elements and the rights and obligations created under this Declaration.

2. Common Elements. "Common Elements" are all those portions of the Condominium which are not included in the definition of the Unit and include

the tangible personal property used in the operation, maintenance and management of the Condominium. Except as provided herein, the Common Elements are available for the use and enjoyment of service to all Unit Owners. The Common Elements may not be abandoned, subdivided, encumbered, sold or transferred except by amendment of this Declaration. "Limited Common Elements" are those Common Elements identified on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, including but not limited to particular underground and/or surface parking spaces and/or storage spaces assigned to a particular Unit, as depicted on the Condominium Plat.

3. Association. "Association" is THE BROWNSTONE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation, Bylaws and Rules adopted by it for the use and management of the Condominium. There shall be one (1) vote per Unit for all affairs of the Association. There shall be no fractional voting. By becoming members of the Association, Unit Owners assign the management of the Common Elements of the Condominium to the Association. Subject to rights reserved to the Declarant, the policies of the Association are established by a Board of Directors elected by its members and executed by said Board or by a retained Manager. Pursuant to Sec. 703.155, Wis. Stats., The Board of Directors may delegate all of the powers described in Sec. 703.15(3), Wis. Stats. to a master association.

4. Manager. "Manager" is a real estate management firm or individual retained by the Association to manage the Condominium under the policy direction of the Board of Directors. The Association is not required to retain a manager. Any such manager(s) shall operate under a management agreement which shall be in writing and which may be terminated by the Association or the manager, with or without cause, and without payment of a termination fee, upon at least sixty (60) but not more than ninety (90) days prior written notice, or after three (3) years have elapsed, whichever is earlier.

5. Declarant. Lake City Construction Group, LLC, is referred to herein as the "Declarant".

6. Unit Owner. "Unit Owner" is that person or combination of persons who hold legal title to a Unit or equitable ownership of a Unit as a land contract Purchaser. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one person. The Declarant is not included in the definition of Unit Owner.

E. APPURTENANT INTEREST AND OBLIGATIONS

1. Common Elements. There is appurtenant to the Units an undivided interest in the Common Elements in the percentages set forth below:

Unit	Undivided Percentage Interest
101	2.23%
102	2.23%
103	1.91%
104	1.91%
105	2.23%
106	1.91%
107	2.23%
108	2.23%
110	2.57%
112	1.56%
114	1.91%
120	3.35%
130	3.35%
140	3.35%
150	3.35%
201	2.23%
202	2.23%
203	1.91%
204	1.91%
205	2.23%
206	2.23%
207	2.23%
208	2.23%
209	2.23%
210	2.57%
211	2.23%
212	1.56%
213	2.23%
214	1.91%
215	1.91%
301	2.23%
302	2.23%
303	1.91%
304	1.91%
305	2.23%
306	2.23%
307	2.23%

Unit	Undivided Percentage Interest
308	2.23%
309	2.23%
310	2.57%
311	2.23%
312	1.56%
313	2.23%
314	1.91%
315	1.91%

2. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium and its administration shall be Common Expenses (including, but not limited to: . insurance premiums, income taxes, reserve fund for maintenance, repair and replacement of those Common Elements which must be replaced on a periodic basis, costs of improvements of the Common Elements, common services provided to Unit Owners such as outdoor lighting, municipal water and sewer service, trash container rental, fire hydrant charges and salaries, wages or other compensation for services provided to the Association by any professional independent contractors, agents or employees). The Association shall levy assessments from time to time for the purpose of maintaining a fund from which common expenses shall be paid and such assessment shall be levied in the same percentage as is set forth in the preceding paragraph (E.1.).

3. Special Assessments. The Association may, whenever necessary or appropriate, as determined by the Board of Directors, levy special assessments against the Unit Owners for:

a. The cost of maintaining the Limited Common Elements which are restricted to use by the respective Unit Owner of the Unit appurtenant thereto;

b. The purposes set forth in Section E, paragraph 7;

c. The purpose of defraying the cost of any improvement to the Common Elements; or

d. Any other purpose for which the Association may determine a special assessment is necessary or appropriate.

Special assessments shall be paid and levied in the same percentage as is set forth in Section E.1. hereof. Special assessments shall be paid at such time or

times in a lump sum or in installments as the Association may determine. Any special assessment or installment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with the interest, collection costs and reasonably attorneys' fees, shall constitute a lien on the Unit owned by the non-paying Unit Owner if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Wisconsin Condominium Ownership Act. Such lien shall be subordinate to any first mortgage recorded prior to the due date of the assessment.

4. Maintenance and Repairs. The Association shall be responsible for the management and control of the Common Elements and shall maintain the Common Elements in good, clean and attractive order and repair. The Association shall determine in its sole discretion the manner in which this responsibility shall be performed. Expenses incurred in this regard shall be Common Expenses. Each Unit Owner shall be responsible for the maintenance and repair of his or her Unit, including, without limitation, the washing of the interiors and exteriors of all windows, except for any repairs due to damage insured by the Association as provided herein. The Association shall have and retain the right of access to each Unit for the maintenance, repair or replacement of any Common Element or for the purpose of making emergency repairs necessary to prevent damage to any Common Element, Limited Common Element or Unit.

5. Assessments Against Declarant During Construction of Units. Whenever Units which are not yet constructed are subjected to this Declaration, all non-Declarant Unit Owners shall pay for each such Unit a monthly general assessment equal to the amount set forth in the estimated budget for that year. During these periods, non-Declarant Unit Owners shall not receive a monthly statement of assessment but shall pay the amount specified in the budget which shall be due on the first day of each month. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such

Unit, or (ii) five (5) years from the date exterior construction of the building in which the Unit is located has been completed.

6. Common Surpluses. In the event that Common Surpluses should be accumulated such Common Surpluses may be credited to the Unit Owners' assessments for Common Expenses in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7. Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual Condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under section 703.163 of the Wisconsin Statutes.

8. Utilities. Each Unit Owner shall pay for his or her own utilities which are separately metered and/or billed to the Unit Owner by the utility companies serving the Unit. Utility expenses for the Condominium, such as expenses for outdoor lighting in any parking areas, which are not separately billed by the utility companies to the Unit Owners shall be Common Expenses.

F. USES

1. Residential Purposes. The Units (except commercial Units 120, 130, 140 and 150) may be used only for residential purposes, home occupation as permitted by applicable zoning ordinances, or the management of the Condominium. No such use may unreasonably interfere with the use and enjoyment of the Common Elements and their Units by other Unit Owners. There shall be no activity which increases the insurance rates on the Condominium. Except as provided in this Declaration, and except as to Units 120, 130, 140, and 150, no commercial activity may be conducted at the Condominium. All commercial activity shall be in strict compliance with all applicable zoning ordinances.

2. Pets. No more than two (2) domestic pets of no more than thirty (30) pounds each shall be allowed in a Unit. Said animals shall be housed entirely within the Unit. No Unit Owner shall keep in their Unit or anywhere at the Condominium any dogs of the following breed: American Pit Bull Terrier (also known as American Staffordshire Terrier or Staffordshire Bull Terrier), Akita, Chow, Rottweiler or Wolf Hybrid (wolf mixed with any breed). No pets shall be kept in Units 120, 130, 140, or 150.

G. SERVICE OF PROCESS

Service of process on the Condominium or the Association shall be received by Kevin L. Shipley, as Registered Agent for the Condominium, and the Association at 2964 Nessie Lane, Sun Prairie, Wisconsin 53590, the registered office for the Condominium and the Association. A successor for this purpose may be named by the Board of Directors of the Association and shall be effective when the name and address of the successor is filed with the Department of Financial Institutions for the State of Wisconsin.

H. REPAIR AND RECONSTRUCTION - COMMON ELEMENTS

In the event of damage to the Common Elements of the Condominium, the Association shall:

1. If insured in an amount adequate to repair or reconstruct the damaged Common Elements, proceed with the repair or reconstruction to a condition as nearly like their condition prior to damage as possible and compatible with the remainder of the Condominium.

2. If not insured in an adequate amount, proceed with such repairs or reconstruction assessing the excess as Common Expenses against the Unit Owners payable in accordance with the Bylaws of the Association, or, pursuant to Wis. Stats. 703.18(2)(b), upon obtaining the written consent of the Unit Owners having 75% or more of the votes, subject the Condominium to an action for partition. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements, and shall be distributed in accordance with the priority of interests in each Unit.

I. INSURANCE

1. The Association shall maintain multi-peril property insurance at full insurable value based on replacement costs on the entire Condominium except only betterments and improvements supplied or installed by the Unit Owners in their Units. The insurance shall include fire and extended coverage and all other types of coverage commonly maintained on similar condominium projects. The Association shall hold the insurance in its name, as trustee, for the use and benefit of the Unit Owners, in the percentages established in this Declaration, and of the mortgagees of the Units, if any, or their successors and assigns, as their interest may appear.

   a. The casualty policy shall cover all the Units and Common Elements, as well as all fixtures and building service equipment and common personal property and supplies belonging to the Association.

b. This policy shall include the following provisions if applicable:

1) Agreed amount and inflation guard endorsement, when it can be obtained.

2) Construction code endorsements, including demolition cost endorsement, contingent liability from operation of building laws endorsement and increased cost of construction endorsement.

3) The policy shall provide that the insurer recognizes the Association as trustee for the purpose of obtaining insurance coverage and the receipt, application and disbursement of proceeds from it.

4) The right of subrogation against Unit Owners shall be waived.

5) The insurance shall not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association.

6) The policy shall be primary even if a Unit Owner had other insurance that covers the same loss.

c. The policy shall provide for at least ten (10) days' written notice to the Association and to each holder of a first mortgage on an individual Unit in the Condominium before the insurer cancels or substantially modifies the policy.

2. The Association shall maintain comprehensive public liability insurance for personal injury or property damage on the Common Elements.

a. Any policy for public liability insurance shall provide coverage of at least $1,000,000.00 for bodily injury and property damage for any single occurrence.

b. The Association shall carry at least $1,000,000.00 coverage per occurrence for personal injury, bodily or property damage on the following if applicable:

1) Worker's compensation and employer's liability

2) Contractual liability

3) Damage resulting form the operation, maintenance or use of the Condominium's Common Elements.

c. The policy is to contain a "severability of interest" clause permitting recovery by Unit Owners for injury or damage insured against. This clause shall preclude the insurer's denial of a Unit Owner's claim because of any negligent acts by the Association or other Unit Owners.

d. The policy shall provide for at least ten (10) days' written notice to the Association and to each holder of a first mortgage on an individual Unit in the Condominium before the insurer cancels or substantially modified the policy.

3. The Association may maintain fidelity coverage against dishonest acts by any person, paid or volunteer, responsible for the handling of funds belonging to or administered by the Association.

4. All insurance shall be maintained as a Common Expense. The Association shall act as trustee for the purpose of obtaining insurance coverage and the receipt, application and disbursements of proceeds from the insurance. The Association shall provide to each Unit Owner, upon request, copies of certificates of insurance maintained by the Association.

5. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not covered by it, including but not limited to, interior finishes, coverings, and betterments and improvements supplied or installed by Unit Owners, and personal property owned by Unit Owners. Each Unit Owner shall maintain comprehensive public liability insurance for personal injury or property damage with coverage of at least $1,000,000.00 for any single occurrence.

J. REPAIR AND RECONSTRUCTION - UNITS

In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Unit Owners and their mortgagees, if any, subject to this Declaration agree in writing, not to repair or rebuild. On reconstruction, the design, plans and specifications of any building or Unit may vary from that of the original upon approval of the Association provided, however, that the number of square feet of any Unit may not vary more than ten percent (10%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction. When damaged Units are not to be reconstructed or repaired, proceeds on account thereof

shall be held in undivided shares for each Unit Owner of such Units, such share being in proportion to the respective fair market value of all such damaged Units immediately prior to such damage, as the same shall be determined by agreement of the Unit Owner(s) of such Units or by arbitration if no such agreement can be reached.

K. EMINENT DOMAIN

If the event any of the Condominium or Common Elements are taken by Eminent Domain, the allocation of award shall be paid as pursuant to Sec. 703.19 Wis. Stats.

L. RENTAL OF UNITS

1. Rental of Units shall be subject to the following restrictions: No Unit may be leased by the Unit Owner (other than the Declarant) for a period of more than one (1) year in any three (3) year period and only for reasons of illness, sabbatical, temporary job location, sale of the Unit or such other extenuating circumstances. The Association may grant up to an additional one (1) year period within the three (3) year period for exceptional circumstances that, in the sole discretion of the Association, would constitute a hardship.

2. Any mortgagee of a Unit Owner that obtains title to a Unit by virtue of either a Sheriff's Deed in a mortgage foreclosure or a deed in lieu of foreclosure shall also have the right to rent or lease that Unit without prior written approval of the Board of Directors of the Association.

3. The Declarant shall have the right to lease or rent any Unit which it owns, without prior written approval of the Board of Directors of the Association, on any terms acceptable to Declarant.

4. All leases for Units other then those owned by Declarant shall be in writing and for a term of not less than six (6) months.

5. Notwithstanding the foregoing, the commercial Units (120, 130, 140, and 150) may be rented pursuant to written leases for a term of not less than six (6) months.

M. ALTERATION AND DECORATION OF UNITS AND COMMON AREAS CONTIGUOUS TO UNITS

1. A Unit Owner may make improvements and alterations within a Unit and decorate the interior of the Unit as the Unit Owner wishes, provided that if any alteration involves the movement, removal or construction of a wall it must be approved in writing by the Board of Directors of the Association to be evidenced by the recording of an addendum to the Condominium Plat. Any

such addendum to the Condominium Plat shall require only those procedures required by law and this Declaration and shall not be considered an amendment of the Declaration provided for in Section S hereof.

2. Any alteration or decoration of a Unit must be accomplished in accordance with applicable laws, regulations and ordinances. All expenses involved in any such alteration or decoration, including expenses to the Association, which it may charge as a special assessment to the affected Unit, shall be paid by the Unit Owner involved. No such action may alter the exterior appearance of the Unit or the Condominium, impair the structural integrity or operation of the mechanical systems or services of the Condominium, unreasonably interfere with the use and employment of other Units or the Common Elements, reduce the value of the other Units or the Common Elements or impair or restrict any easement or other right in and to the property on which the Condominium is located.

3. No Unit Owner shall be allowed to construct any detached exterior structures of any kind without the prior written approval of the Declarant and, if applicable, the approval of the Plat Developer pursuant to the Covenants and Restrictions of said Plat or related restrictions of record (see Section Q hereinafter).

4. No Unit Owner shall be allowed to install or display upon the Common Elements, any lawn statues or fountains of any kind.

N. REMEDIES

The Association has all the remedies available to it by law for the enforcement of the duties and obligations of Unit Owners, which may be exercised separately or in conjunction with one another. To the extent no damages can be accurately determined for the violation of these duties and obligations, liquidated damages of $100 may be assessed for each violation, together with any and all attorneys fees actually incurred by the Association related to any such violation.

O. CERTIFICATES

All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against any Unit, or the then current status of documents related to the Condominium, shall be signed on behalf of the Association by it Secretary or Assistant Secretary.

P. CONDOMINIUM ACT

The provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statues (2003-2004), are incorporated by reference into this Declaration.

Q. PLAT RESTRICTIONS AND COVENANTS TO APPLY

The provisions of any recorded Covenants, Restrictions and Conditions shall be binding upon the Unit Owners of all Units within The Brownstone Condominium.

R. RESERVED RIGHTS AND TURNOVER

Until the earlier of: (a) three (3) years from the date this Declaration is recorded or (b) a date thirty (30) days after conveyance to Unit Owners of 75% of the Common Element interest of the Condominium, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association. Notwithstanding this reservation, Declarant shall permit Unit Owners to elect one-third (1/3) of the total number of directors on the Board of Directors of the Association. At such time as this reservation of control terminates, control of the Association shall be turned over to the Unit Owners, provided, for so long as Declarant owns any Unit not yet sold to a Unit Owner, Declarant reserves the right to name one director to the Board of Directors, and from the date of this Declaration until all Units have been sold to Unit Owners, notwithstanding any provision herein to the contrary, Declarant reserves the right to continue development work in accordance with the plans for the Condominium, conduct promotional and sales activities using unsold Units and the Common Elements, and do all other acts Declarant deems necessary in connection with the development of the Condominium and sale of Units so long as said acts do not violate the rights of the Unit Owners or their mortgagees or cause unreasonable interference with the uses and enjoyment of the Units and Common Elements.

Not later than forty-five (45) days following the expiration of Declarant's control, the Association shall hold a meeting and the Unit Owners shall elect officers of the Association and a Board of Directors consisting of at least three (3) directors.

S. AMENDMENTS

1. Except as otherwise provided herein, this Declaration or the Condominium Plat may only be amended by written consent of two-thirds (2/3) of the Unit Owners, provided no such amendment substantially impairs the security of any mortgagees of a Unit. Notwithstanding the foregoing, in addition to the written consent of two-thirds (2/3) of the Unit Owners, any amendment purporting to change the provisions of Sections E.1., E.2., E.3., F.1., F.2., and L.5. shall require the unanimous written consent of the owners of Units 120, 130, 140, and 150. While Declarant owns any Units at the Condominium, no amendment to the Declaration may be adopted without the written consent of

Declarant. No amendment to this Declaration or the Condominium Plat is effective until an instrument, containing the amendment and stating that the required consents or votes was obtained and signed on behalf of the Association by its President and Secretary and duly acknowledged or authenticated, is recorded in the office of the Register of Deeds in and for Dane County, Wisconsin. A Unit Owner's written consent is not effective unless it is approved by the first mortgagee of the Unit, if any.

2. a. If any amendment to this declaration has the effect of reducing the value of any Unit Owner's interest in any Common Elements, including any Limited Common Elements, and increases the value of the Declarant's or any other Unit Owner's interest in the Common Elements or Limited Common Elements, then the Declarant or other Unit Owner shall compensate the Unit Owner, the value of whose interest is reduced, in the amount of the reduction in value, either in cash or by other consideration acceptable to the Unit Owner.

b. Any Unit Owner may waive in writing, the right to obtain compensation under par. (a) above.

T. ARBITRATION

Should a dispute arise between Unit Owners over the use of a Unit, the maintenance, repair or replacement of the Common Elements, including the payment of expenses incurred therefore, or the use, maintenance, landscaping or appearance of the Limited Common Elements, the dispute shall be submitted to an arbitrator mutually acceptable to both the offending Unit Owner(s) and the Association. Failure of the parties to agree on the selection of an arbitrator shall result in an arbitrator being selected by the mortgagee(s) holding the first mortgage lien(s) on the Unit(s) and the Association. If the Unit(s) is not subject to a first mortgage lien, the arbitrator shall be selected by the President of the Dane County Bar Association. The arbitrator shall determine the format and procedure for arbitration limited only to the minimum due process requirements of the U.S. Constitution. The determination of the arbitrator shall be final and binding upon the Unit Owners, their heirs, successors and assigns.

U. ASSIGNMENT

Declarant reserves the right to assign Declarant's rights, both special and statutory, under this Declaration, to any successor, including a purchaser in bulk and/or a mortgagee or mortgagees, at any time hereafter, and the term "Declarant," as used herein, shall be deemed to apply to any such assignee.

001387

V. DISCLOSURE INFORMATION

Within ten (10) days after a request by a seller other than the Declarant, the Association shall furnish the information necessary for a seller to comply with Sec. 703.33, Wis. Stats. The seller shall pay the Association the actual costs of furnishing the information.

W. EASEMENTS

Every Unit Owner shall have an easement over, across, upon and through the Common Elements for purposes of ingress and egress to and from their Unit. Such easement shall be appurtenant to Unit ownership and perpetual. The Unit Owner and the Association shall each have easements for utility purposes over, under, along and on any part of the Limited Common Elements and Common Elements. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association, except that a Unit Owner's right of ingress and egress may not be restricted.

X. REVOCATION

This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condominium Ownership Act by a duly recorded instrument to that effect. Section 703.28 of the Wisconsin Condominium Ownership Act shall govern such removal, except that all first mortgagees shall also consent to any such removal.

Y. CONVEYANCE AND DISPOSITION

The legal description of each Unit for all conveyancing purposes shall consist of the identifying number of such Unit as shown on the Condominium Plat, recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each Unit Owner shall have the right to mortgage or encumber his, her or their respective Unit, together with his, her or their respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium or any part thereof, except their own Unit and their own respective ownership interest in the Common Elements.

Z. SEPARATE TAXATION

Every Unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law, including, but not limited to, special ad valorem levies and special assessments. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxes on the property as a whole, then each Unit Owner shall pay their proportionate share thereof in accordance with their respective percentage of ownership in

the Common Elements. During the period in which the Declarant's reservation of initial rights is in effect, the Declarant shall be responsible for the taxes attributable to each Unit which remains unsold.

AA. RULES AND REGULATIONS

The Association may from time to time promulgate such reasonable Rules and Regulations as are deemed necessary and desirable to carry out the purposes and intent of this Declaration, to promote the harmonious use of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such Unit Owner's Unit.

BB. SEVERABILITY AND INTERPRETATION

The invalidity of any provision of this Declaration or any part thereof, shall not impair or affect in any matter the validity, enforceability or effect of the rest of the Declaration. The intent of this Declaration is to comply with Chapter 703 of the Wisconsin Statutes. It shall be liberally construed in favor of enforceability. In the event of any conflict among any provision of this Declaration and the provision of any other document related to the Condominium, including but not limited to the Bylaws, Association Articles of Incorporation or otherwise, the provisions of this Declaration shall control.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed at Madison, Wisconsin, this 6th day of December, 2005.

DECLARANT:
LAKE CITY CONSTRUCTION GROUP, LLC
By: **KSS & COMPANY, INC.**, Authorized Member

By: _____
Kevin L. Shipley, President

AUTHENTICATION

Signature of Kevin L. Shipley authenticated this 6th day of December, 2005.

_____
Vernon J. Jesse

TITLE: MEMBER STATE BAR OF WISCONSIN

901389

CONSENT TO CONDOMINIUM DECLARATION

The undersigned, M & I Marshall & Ilsley Bank, Mortgagee in that certain first real estate mortgage from Lake City Construction Group, LLC, to M & I recorded in the office of the Register of Deeds for Dane County, Wisconsin, does hereby consent that the real estate described in said mortgages may be made subject to the within Declaration of Condominium pursuant to Chapter 703 of the Wisconsin Statutes.

M & I MARSHALL & ILSLEY BANK

By: Debra J. Wetzel
Debra J. Wetzel, Assistant Vice President

By: Donald I. Griffin
DONALD I. GRIFFIN, VICE PRESIDENT

STATE OF WISCONSIN)
) ss.:
COUNTY OF DANE)

Personally came before me, this 8th day of December, 2005, the above named Debra J. Wetzel & Donald I. Griffin of the above named corporation, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that they executed the same as such officer(s), by its authority, for the purposes therein contained.

JENNIFER KRUMWIEDE NOTARY PUBLIC STATE OF WISCONSIN

Jennifer Krumwiede
[print name]
Notary Public, State of Wisconsin
My Commission Expires: May 24, 2009

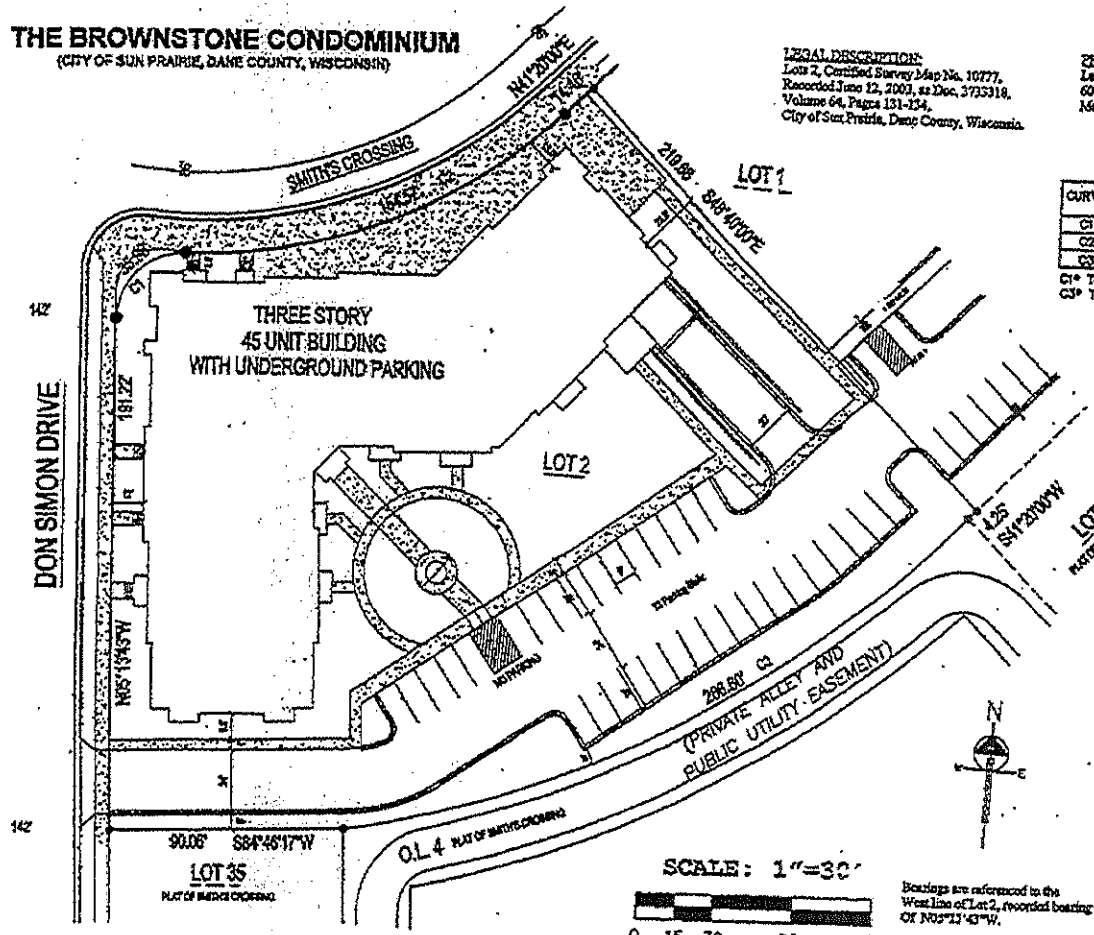
Drafted by and to be returned to:

Attorney Vernon J. Jesse
MURPHY DESMOND S.C.
P.O. Box 2038
Madison, WI 53701-2038
(608) 257-7181

051990-4vjj-061205bjb
Declaration of Condominium

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)



SCALE: 1"=30'

0 15 30 60 90

Bearings are referenced to the West line of Lot 2, recorded bearing of N05°13'43"W.

LEGAL DESCRIPTION:
Lot 2, Certified Survey Map No. 10777, Recorded June 12, 2003, as Doc. 3735319, Volume 64, Pages 131-134, City of Sun Prairie, Dane County, Wisconsin.

PREPARED FOR:
Lake City Construction Group, LLC
6073 Cottonball Trail
Madison, WI 53718

SURVEYED BY:
Donald E. Carroll
Wisconsin Registered Land Surveyor S-2358
5717 Williamsburg Way
Madison, WI 53719
(608) 273-2423

CURVE	CHORD LENGTH	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C1*	35.86	40.16	25.00	92°01'46"	N40°47'07"E
C2	154.87	158.71	200.00	45°27'57"	N64°03'58"E
C3*	265.60	271.29	420.00	37°00'34"	S58°26'40"W

C1* Tangent Bearing N86°40'57"E
C3* Tangent Bearings S39°56'23"W, S76°56'57"W

- FOUND 3/4" SOLID IRON ROD
- FOUND 1 1/4" SOLID IRON ROD
- LCE LIMITED COMMON ELEMENT
- CE COMMON ELEMENT
- CONCRETE SIDEWALK, STOOP, PATIO OR DRIVEWAY
- 0.0' BUILDING SETBACK DISTANCE FROM PROPERTY LINE

SURVEYOR'S CERTIFICATE:
I, Donald E. Carroll, Wisconsin Registered Land Surveyor, S-2358, do hereby certify that this plat is a correct representation of the condominium described and pictured hereon and that the identification and location of the units, common elements and limited common elements can be determined from this plat.

Donald E. Carroll Date 12/1/05
Donald E. Carroll
Wisconsin Registered Land Surveyor, S-2358

WISCONSIN DONALD E. CARROLL S-2358 MADISON LAND SURVEYOR

Received for recording this __ day of _____, at _____ o'clock __M. and recorded in Volume _____ of Condominium Plats on Pages _____.

Jane Licht
Dane County Register of Deeds

SHEET 1 OF 5

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by: Vera Jesse, Agent

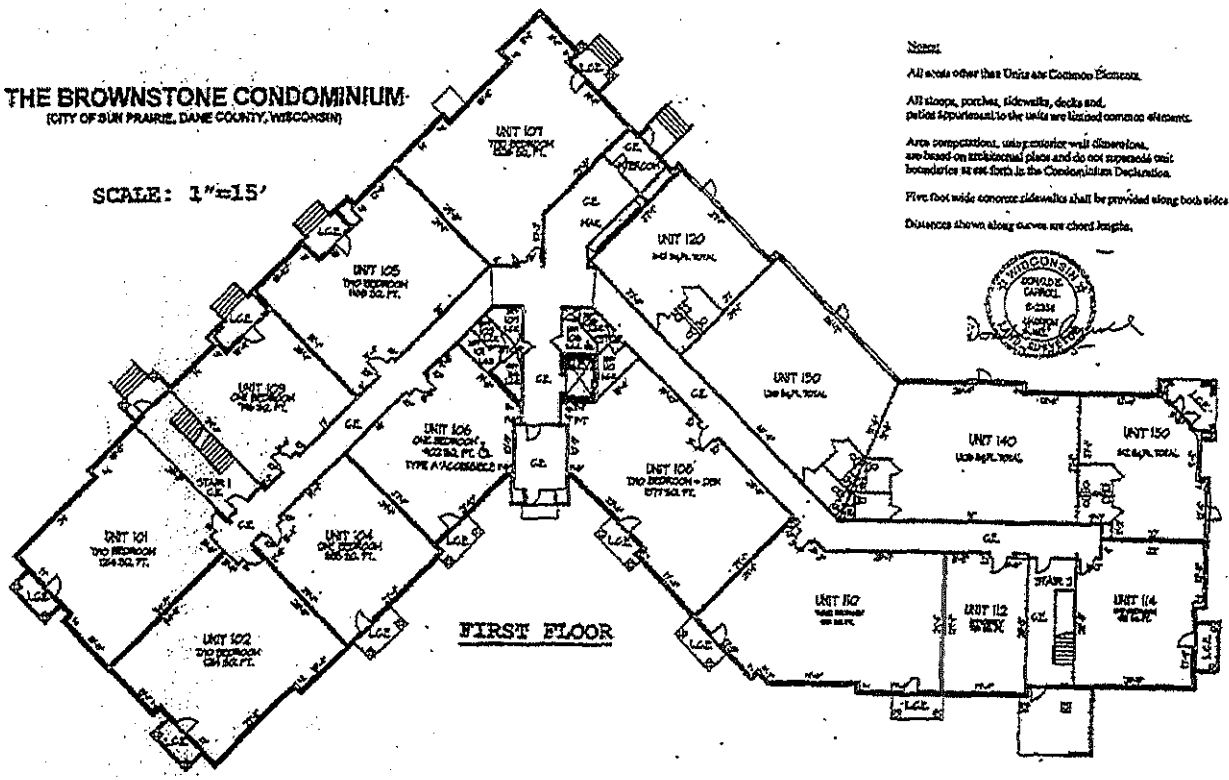
EXHIBIT A-1

0138

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



FIRST FLOOR

Notes:

All areas other than Units are Common Elements.

All stoops, porches, sidewalks, decks and patios appurtenant to the units are limited common elements.

Area computations, using exterior wall dimensions, are based on architectural plans and do not represent unit boundaries as set forth in the Condominium Declaration.

Five foot wide concrete sidewalks shall be provided along both sides of all streets.

Distances shown along curves are chord lengths.

SHEET 2 OF 8

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

Authorized by: Jean Jesse, Agent

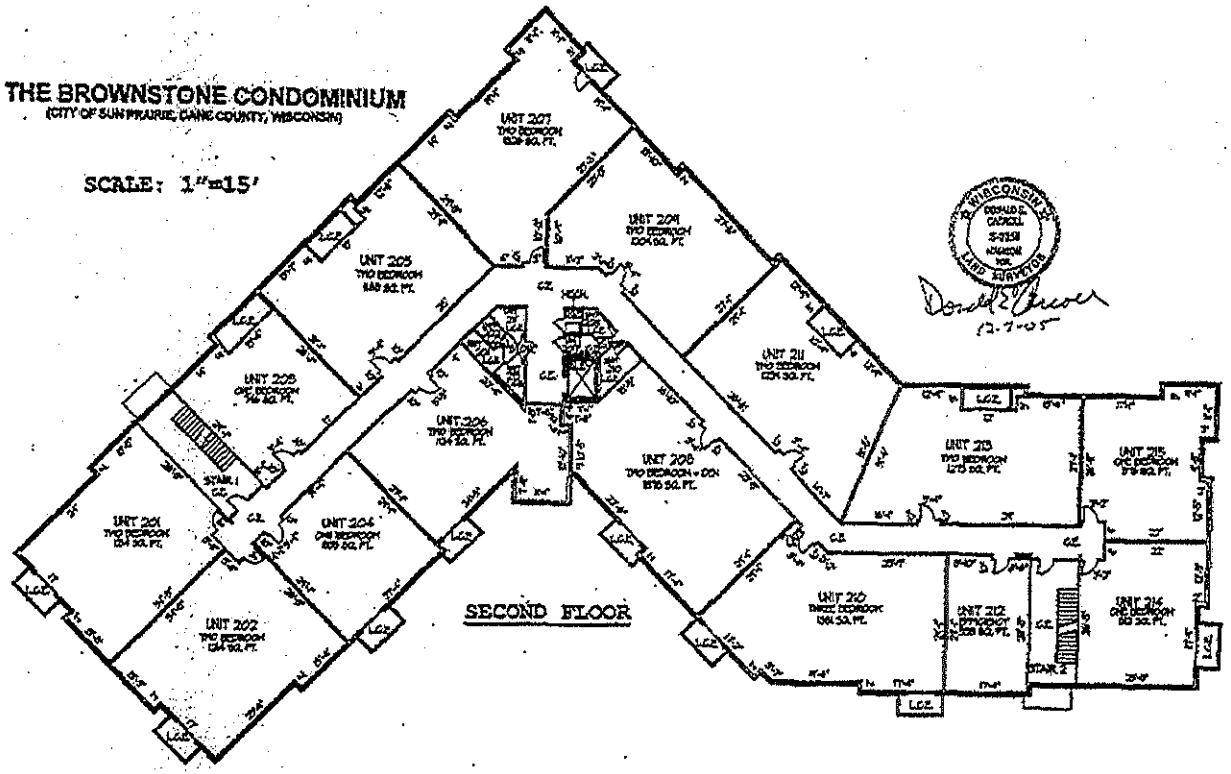
EXHIBIT A-2

2013891

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



SHEET 3 OF 6

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

Authorized by: Vern Gove, Agent

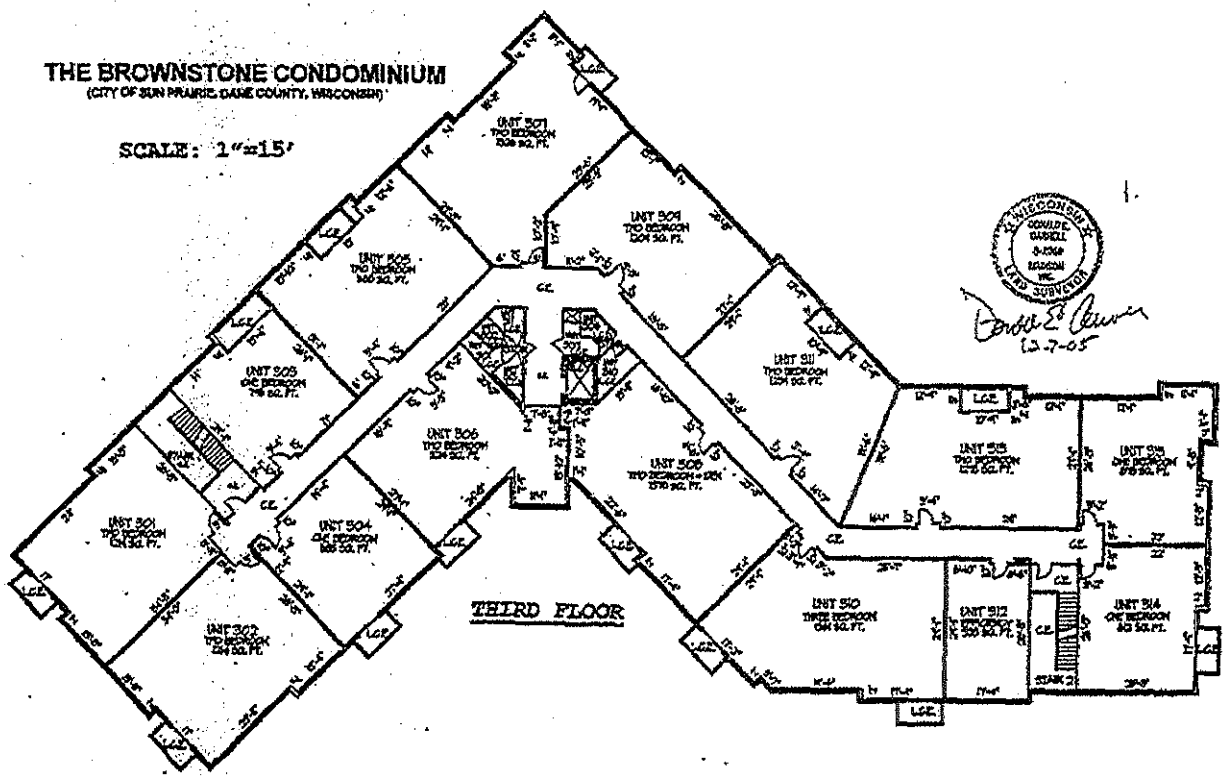
EXHIBIT A-3

001382

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



THIRD FLOOR

SHEET 4 OF 5

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by: Jesse, Agent

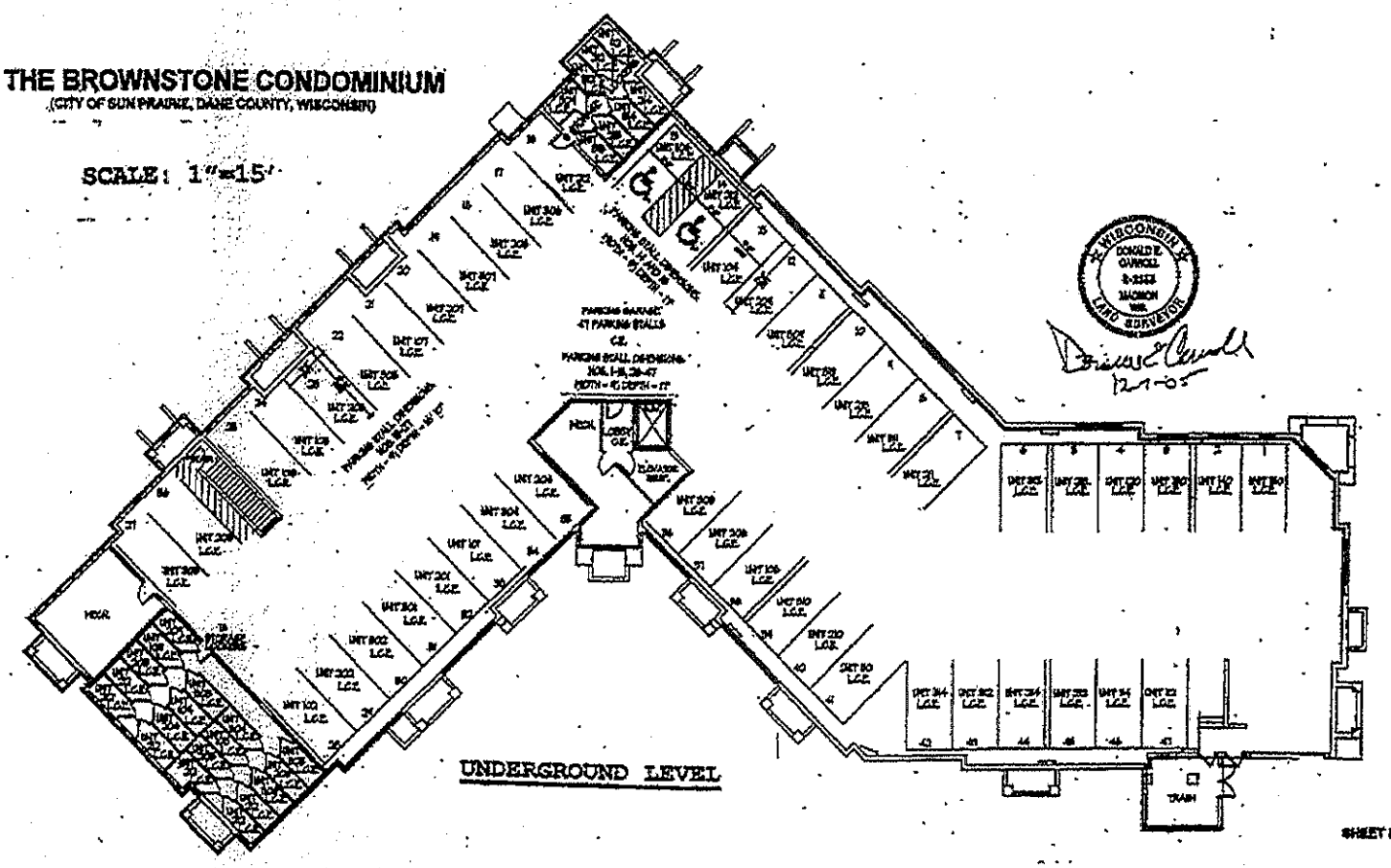
EXHIBIT A-4

001393

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



UNDERGROUND LEVEL

SHEET 5 OF 5

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

Authorized by: Vern Gene, Agent

EXHIBIT A-5

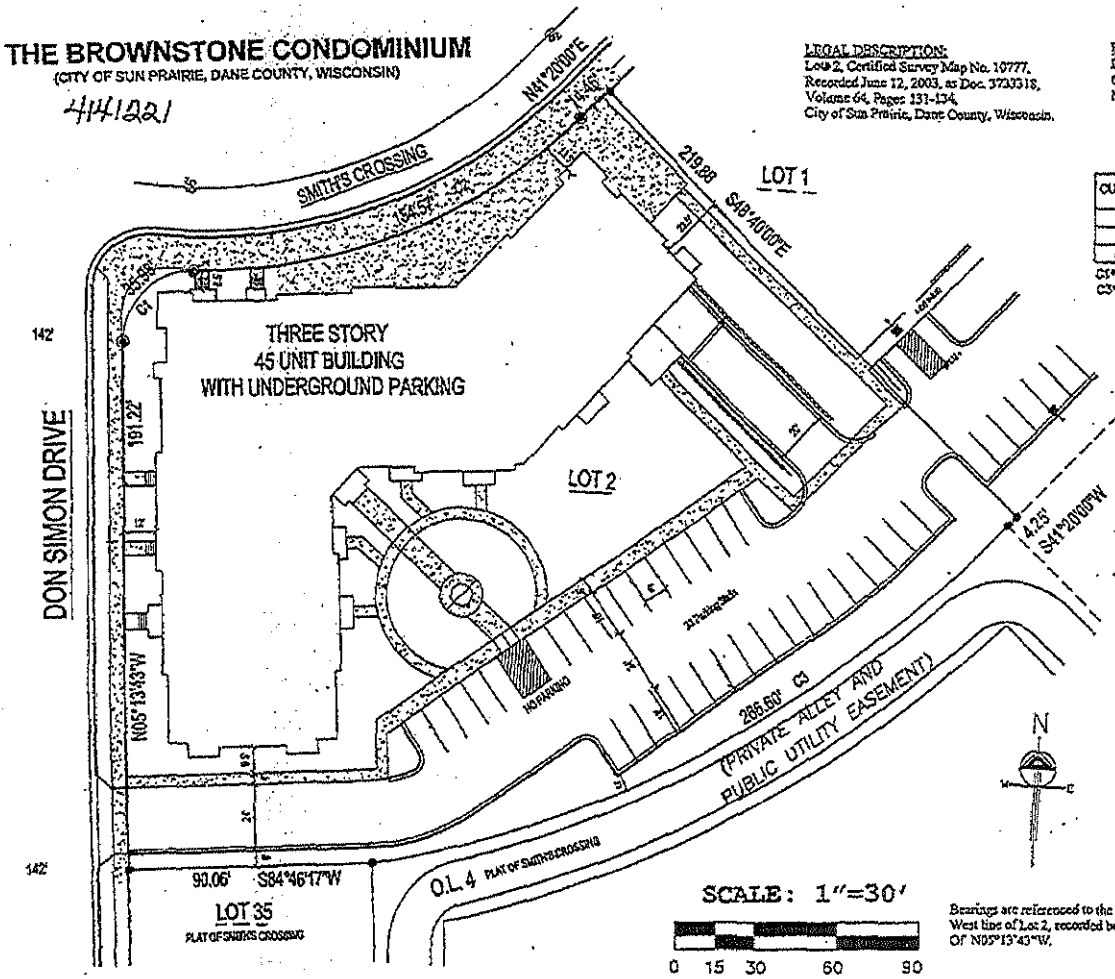
0013894

VOL 5-086A CONDO PLATS PAGE 1

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

4141221



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LEGAL DESCRIPTION:
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PREPARED FOR:
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6973 Cottontail Trail
Madison, WI 53718

SURVEYED BY:
Donald E. Carroll
Wisconsin Registered Land Surveyor S-2358
5717 Williamsburg Way
Madison, WI 53719
(608) 273-2423

CURVE	CHORD LENGTH	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C1*	35.98	40.15	25.00	62°01'40"	N40°47'07"E
C2	154.57	158.71	200.00	45°27'67"	N84°03'58"E
C3*	266.60	271.29	420.00	37°00'34"	S58°26'40"W

C1* Tangent Bearing N86°47'57"E
C3* Tangent Bearings S39°58'23"W, S76°56'57"W

- ● FOUND 3/4" SOLID IRON ROD
- ◉ FOUND 1 1/4" SOLID IRON ROD
- LCE LIMITED COMMON ELEMENT
- CE COMMON ELEMENT
- CONCRETE SIDEWALK, STOOP, PATIO OR DRIVEWAY
- 0.0' BUILDING SETBACK DISTANCE FROM PROPERTY LINE

SURVEYOR'S CERTIFICATE:
I, Donald E. Carroll, Wisconsin Registered Land Surveyor, S-2358, do hereby certify that this plat is a correct representation of the condominium described and platted hereon and that the identification and location of the units, common elements and limited common elements can be determined from this plat.

Donald E Carroll Date 12/7/05
Donald E. Carroll
Wisconsin Registered land Surveyor, S-2358

WISCONSIN DONALD E. CARROLL S-2358 MADISON WIS. LAND SURVEYOR

Received for recording this 8 day of December 2005 at 1:40 o'clock P.M. and recorded in Volume 5-086A of Condominium Plats on Pages 1-5

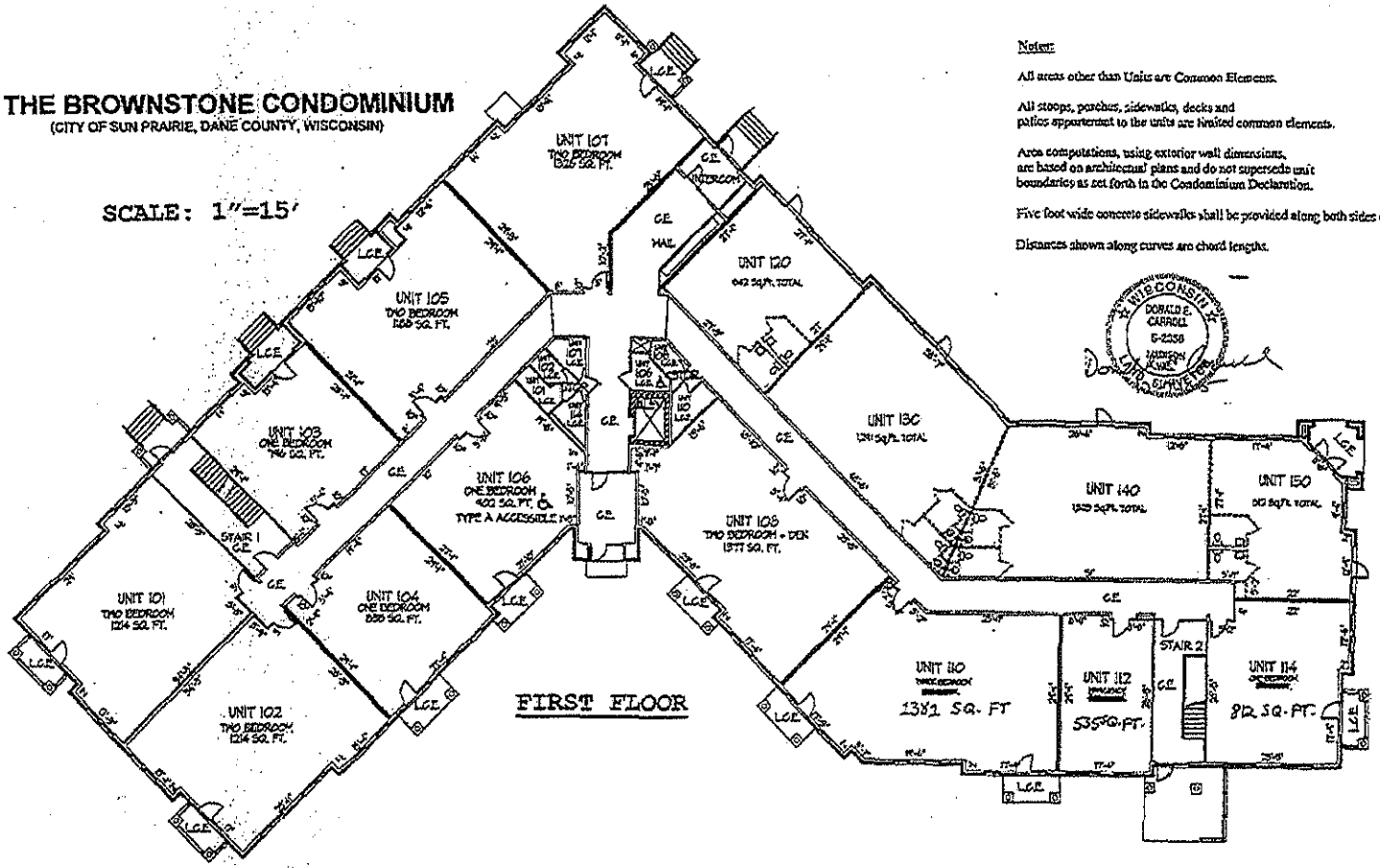
Jane Licht By Mary K Gunderson
Jane Licht
Dane County Register of Deeds Deputy

SHEET 1 OF 5

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



Notes:

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Area computations, using exterior wall dimensions, are based on architectural plans and do not supersede unit boundaries as set forth in the Condominium Declaration.

Five foot wide concrete sidewalks shall be provided along both sides of all streets.

Distances shown along curves are chord lengths.

WISCONSIN
DONALD E. CARROLL
S-2258
MADISON, WI

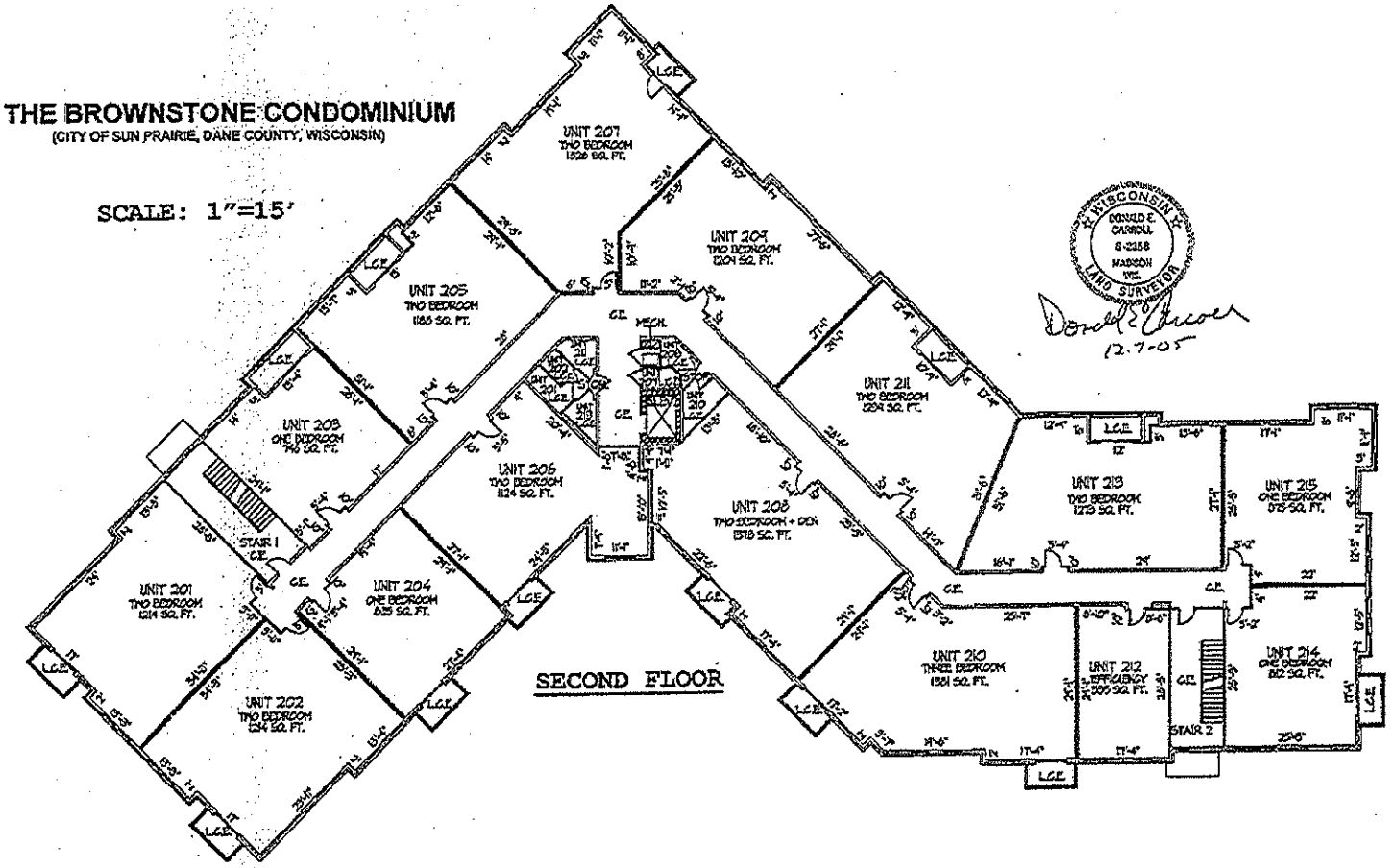
SHEET 2 OF 6

VOL 5-086A CONDO PLATS PAGE 3

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



WISCONSIN
DONALD E. CARROLL
S-2358
MADISON
WIS.
LAND SURVEYOR

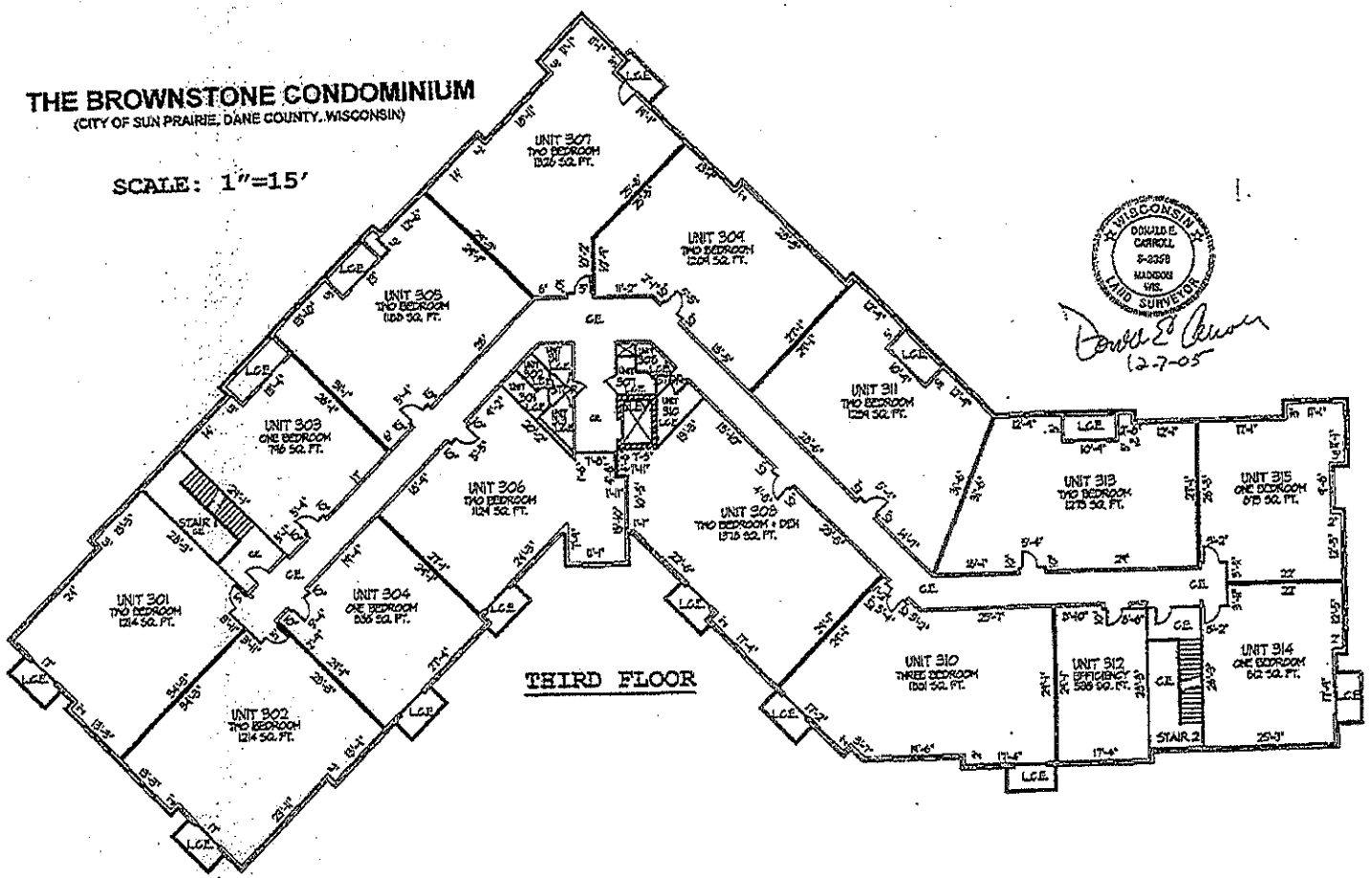
Donald E. Carroll
12-7-05

SHEET 3 OF 5

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



WISCONSIN
DONALD E. CARROLL
S-2358
MADISON WIS.
LAND SURVEYOR

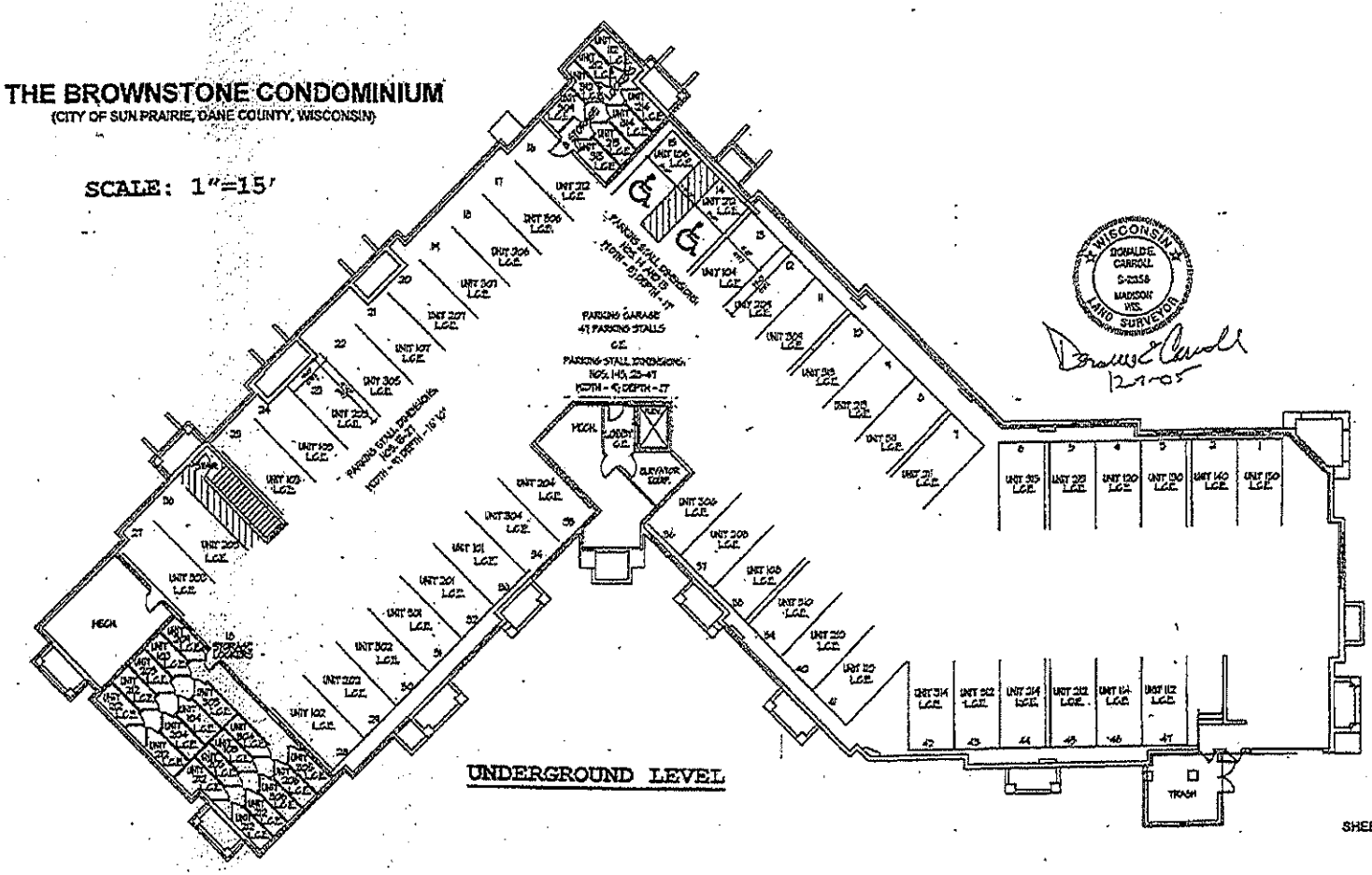
Donald E. Carroll
12-7-05

VOL 5-086A CONDO PLATS PAGE 5

THE BROWNSTONE CONDOMINIUM

(CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN)

SCALE: 1"=15'



WISCONSIN
DONALD E. CARROLL
S-2358
MADISON WIS.
LAND SURVEYOR

12-9-05

UNDERGROUND LEVEL

SHEET 5 OF 5

ARTICLES OF INCORPORATION OF THE BROWNSTONE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

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Article II - Period of Existence	1
Article III - Purpose	1
Article IV - Powers	1
Article V - Membership	1
Article VI - Board of Directors	1
Article VII - Initial Board of Directors	2
Article VIII - Principal Office: Registered Agent	2
Article IX - Incorporator	2
Article X - Distribution of Net Earnings	2
Article XI - Amendments	3

Filed the 12 day of DEC., 2005, Department of Financial Institutions, Madison, Wisconsin.

ARTICLES OF INCORPORATION
OF
THE BROWNSTONE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

The undersigned incorporator of a corporation organized under the Wisconsin Non-Stock Corporation Law, Chapter 181, Wisconsin Statutes, hereby adopts the following Articles of Incorporation.

ARTICLE I - NAME

The name of this Corporation is The Brownstone Condominium Unit Owners Association, Inc., and shall be referred to herein as the Association.

ARTICLE II - PERIOD OF EXISTENCE

The Association shall have perpetual existence unless dissolved pursuant to provisions of the Wisconsin Statutes then in effect.

ARTICLE III - PURPOSE

The Association is organized and shall be operated exclusively for the purpose of the acquisition, construction, management, maintenance and care of Association property as defined in the Declaration of Condominium for The Brownstone Condominium and to do any other act permitted by said Declaration and Chapter 703, Wisconsin Statutes, as both shall be amended from time to time.

ARTICLE IV - POWERS

To carry out the purposes for which the Association is organized, it shall have the powers granted by Chapter 181 of the Wisconsin Statutes and Section 703.15(3), Wisconsin Statutes, as from time to time amended. In exercising these powers, the Association shall establish and maintain its qualification as a Condominium Management Association under Section 528, of the Internal Revenue Code, as amended from time to time.

ARTICLE V - MEMBERSHIP

There is a single class of members of the Association whose qualifications and rights shall be prescribed by the Bylaws and the Declaration of Condominium, as amended from time to time.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of the Association shall, subject to the provisions of the Bylaws and Declaration for The Brownstone Condominium, be managed by a Board of Directors. The

number, qualifications, manner of election and term of directors shall be prescribed by the Bylaws and Declaration for The Brownstone Condominium, provided that at no time shall the number of directors authorized be less than three (3).

ARTICLE VII - INITIAL BOARD OF DIRECTORS

Names and addresses of the members of the Initial Board of Directors are:

Kevin L. Shipley P.O. Box 178 DeForest, WI 53532	President
Jeff A. Wickline 6073 Cottontail Trail Madison, Wisconsin 53718	Vice-President
Jack Shipley 547 Woodview Drive Sun Prairie, Wisconsin 53590	Secretary-Treasurer

ARTICLE VIII - PRINCIPAL OFFICE: REGISTERED AGENT AND OFFICE

The location of the principal office of the Association is P.O. Box 178, DeForest, Wisconsin 53532. The initial registered agent of the Association is Kevin L. Shipley at the initial registered office of the Association of 2964 Nessie Lane, Sun Prairie, Dane County, Wisconsin 53590.

ARTICLE IX - INCORPORATOR

The name and business address of the Incorporator is:

Vernon J. Jesse, 2 East Mifflin Street, Suite 800, Madison, Wisconsin 53703.

ARTICLE X - DISTRIBUTION OF NET EARNINGS

No part of the net earnings of this Association shall inure to the benefit of or be distributable to any individual; except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered, to make payments and distributions in furtherance of its purposes, and to rebate excess assessments.

ARTICLE XI - AMENDMENTS

These Articles may be amended or repealed and new articles may be adopted at any meeting of the members by a three-fourths (3/4) affirmative vote of the total membership; provided the text of any such proposed change was included in the notice of the meeting.

IN WITNESS WHEREOF, the aforesaid incorporator has executed the foregoing Articles of Incorporation in duplicate, this 8th day of December, 2005.

(NO CORPORATE SEAL)

Vernon J. Jesse

STATE OF WISCONSIN)
) ss.:
COUNTY OF DANE)

Personally came before me this 8th day of December, 2005, the above named, Vernon J. Jesse, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged the same.

Bonnie J. Brockman
Notary Public, State of Wisconsin
My Commission expires 10/21/2007

These Articles were drafted by
Attorney Vernon J. Jesse
MURPHY DESMOND S.C.
P.O. Box 2038
Madison, WI 53701-2038
(608) 257-7181

BYLAWS OF

THE BROWNSTONE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

The following Bylaws apply to The Brownstone Condominium, a Condominium created by the Declaration of Condominium.

These Bylaws are intended to provide the structure necessary for the operation and maintenance of the Common Elements (which includes the Limited Common Elements) of the Condominium and to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it. To the extent any provision of these ByLaws conflicts with the Declaration of Condominium of The Brownstone Condominium, the terms and provisions of said Declaration shall control.

SECTION I

The name of the Association to which these Bylaws apply is THE BROWNSTONE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., a corporation created under Chapter 181 of the Wisconsin Statutes as a non-stock, non-profit corporation and is referred to hereinafter as the Association. The address of the initial principal office of the Association is c/o Kevin L. Shipley, 2964 Nessie Lane, Sun Prairie, Wisconsin 53590.

SECTION II

All Unit Owners of the Condominium are, by the fact of the ownership of their Unit(s), members of the Association. As members they are granted all rights and are subject to all obligations of membership as herein created.

Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a current roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of their identity and preferred mailing address as well as the identity and mailing address of their mortgagee.

SECTION III

The Association shall hold an Annual Meeting which shall be held on the first Tuesday of December of each year at 7:00 P.M. starting with December 5, 2006. The Annual Meeting shall be held at the Association's principal office or at such other time and location within Dane County, Wisconsin, as shall be set by the Board of Directors and set forth in the Notice required by these Bylaws.

Special Meetings may be held at any time on the call of a majority of the Unit Owners, or, by the President of the Association upon proper notice given as herein provided.

Pursuant to Sec. 703.15(4)(c), Wis. Stats., all meetings shall be preceded by not less than ten (10) days written notice stating the purpose of the meeting if a special meeting, and the time and place of such meeting, mailed to the Unit Owners at their last known address, unless such notice is waived, in writing.

Voting shall be on the basis of Unit votes. Each Unit is entitled to cast one (1) indivisible vote in person or by proxy, without regard to the number of members who have interest in the Unit. The vote for each Unit may be cast as agreed by the parties having an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit's vote unless there is evidence presented to the contrary.

A majority of the Unit Owners shall constitute a quorum for the transaction of business. Any vote or action shall be by consent of a majority of all Unit Owners. A majority shall be one more than half. Except as otherwise provided by the Wisconsin Condominium Ownership Act, the Wisconsin NonStock Corporation Law, the Declaration, the Articles of Incorporation or these Bylaws, every act of a majority present at any meeting at which there is a quorum shall be the act of the Unit Owners. If a quorum is not present at a meeting, the members then present may adjourn the meeting until such time as a quorum shall be present and any business may be transacted which might have been transacted at the originally called meeting.

Whenever disputes arise, the Arbitration provisions set forth in the Declaration shall control the settlement of any such disputes.

The Unit Owners shall elect the Board of Directors of the Association. The three (3) persons receiving the highest number of votes shall constitute the Board. There shall be no cumulative voting in the election of the Board of Directors. Each director's term shall be for one (1) year. The directors shall then appoint one of their number as President of the Association, who: shall preside over the meetings and see that orders and resolutions of the Board are carried out; shall join in the signing of all contracts, checks, promissory notes, mortgage, deeds and any other written instruments as may be required on behalf of the Association; and, shall supervise and direct the other officers of the Association. The Board of Directors shall also appoint one of their number as Secretary of the Association who: shall keep the minutes of all meetings and proceedings of the Board and Unit Owners; shall serve notices of all meetings of the Board and Unit Owners; shall keep all books and records of the Association other than books of account including the roster of names and addresses of all Unit Owners and their Mortgagees; shall count the votes at all meetings; and, shall perform such other duties incident to the office as may be required or directed by the Board. The Board of Directors shall also appoint one of their number to serve as Treasurer of the Association who: shall receive and deposit all monies of the Association in appropriate bank

accounts in the name of the Association; shall disburse the funds of the Association as directed from time to time by the Board; shall keep complete and accurate books of accounting; shall prepare the projected annual operating budget and the annual report of the business of the Association for presentation to the Board and Unit Owners; and, shall perform such other duties incident to the office as may be required or directed by the Board.

The Board shall have all the normal duties and powers of a Board of Directors. The Board shall not be compensated. Any member of the Board may be removed by a vote of the majority of Unit Owners. Subject to the provisions set forth in Section R of the Declaration of Condominium, Reserved Rights and Turnover, all directors shall be Unit Owners.

The Association shall keep detailed accurate records using standard bookkeeping procedures of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours.

The Board may engage the services of a manager or managing agent from time to time. Any Agreement or Contract for professional management of the Condominium may not exceed three (3) years and must provide for termination by either party with or without cause and without payment of a termination fee upon at least sixty (60) days but not more than ninety (90) days written notice to the other party.

The Board may adopt, amend and repeal certain rules and regulations concerning the use, maintenance and operation of the Condominium for the benefit of the Condominium, provided no such rules or regulations shall be inconsistent with the Declaration. The initial rules and regulations are found in Section VI of these Bylaws. Such rules and regulations may also be adopted, amended and repealed by the Unit Owners having 67% or more of the votes of the Association. Any rules and regulations that may be adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board. Notwithstanding the foregoing, the rules set forth in Sections VI(a), (d) and (e) may not be amended or repealed without the unanimous written consent of the Owners of Units 120, 130, 140, and 150. In addition, no such rules may be adopted which shall materially affect the lawful commercial use of Units 120, 130, 140, and 150 without the prior written consent of the Owners of all of said Units.

The Association shall not have the power to borrow money, nor acquire or convey property without the affirmative vote of Unit Owners having 67% or more of the votes of the Association.

No Unit Owner shall have the right to vote at a meeting of the Association if the Association has recorded a statement of Condominium Lien on the Unit Owner's Unit and the amount necessary to fully release the Lien has not been paid at the time of the meeting.

SECTION IV

The Board of Directors shall fix Assessments (general assessments) adequate to meet the Common Expenses of the Condominium and levy such general assessments against the Unit Owners in proportion to their percentage interests in the Common Elements. General Assessments shall include but not be limited to the following as may be applicable: The cost of operating, maintaining, repairing or replacing all Common Elements, Limited Common Elements, facilities and equipment including any sidewalk, driveway, and all areas and facilities actually used and available for use in common by Unit Owners and tenants and the employees, agents, servants, customers and other invitees of Unit Owners and tenants, the cost of maintaining, repairing or replacing both sanitary and storm sewers, the cost of maintaining adequate insurance coverage as required by the Declaration or as directed by the Board of Directors, snow, ice, trash, rubbish, garbage and other refuse removal from the Common Elements, the reasonable cost of personnel to perform such services including but not limited to worker's compensation coverage and unemployment compensation if any. General Assessments may be based on reserve fund requirements, the actual Common Expenses incurred in the previous month, and any fluctuations in Common Expenses anticipated in the following month. The Board of Directors shall promptly send or deliver a statement of assessment to each Unit Owner, and the amount set forth in such statement shall be due and payable within ten (10) days of the date of assessment. Assessment payments shall be mailed or delivered to the principal office of the Association and shall be deemed to be paid on the date of such mailing or on the date of delivery, as the case may be. For any year in which the Association is maintaining a statutory reserve account for the Condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;

2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

If the Association adopts a Statutory Reserve Account, all funds collected to fund a statutory reserve account as described above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing Common Elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the

Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

Special Assessments may be levied from time to time against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

Any assessment or installment thereof not paid within five (5) business days after the due date shall bear interest from the due date at the rate of 12% per year. The Association may seek to collect any assessments or installments thereof not paid when due by filing statements of Condominium Lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. Any first Mortgagee who obtains title to a Unit pursuant to foreclosure or other mortgage remedies shall not be liable for such Unit's unpaid assessments which accrue prior to the Mortgagee's acquisition of title to the Unit.

SECTION V

These Bylaws may be amended from time to time upon the affirmative vote of Unit Owners having 67% or more of the votes.

The Association shall have no corporate seal and no membership certificates shall be issued.

SECTION VI

The Units and Common Elements shall be occupied and used in accordance with the Declaration, these Bylaws, and the initial rules and regulations of the Association, including the following:

(a) Use. No Unit Owner (except as to Units 120, 130, 140, and 150) shall occupy of use their Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to occupied or used for any purpose other than as a private residence for the Unit Owner, the Unit Owner's family, or the Unit Owner's lessees or guests, to the extent provided in Section L of the Declaration.

(b) Obstructions. There shall be no obstruction of the Common Elements and nothing shall be stored therein without the prior written consent of the Association.

(c) Increase of Insurance Rates. Nothing shall be done or kept in any Unit or Common Elements which will increase the rate of insurance on the Common Elements, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance. No waste shall be committed in the Common Elements.

(d) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Association. This provision shall not apply to Units 120, 130, 140, or 150, which Units shall be subject to all applicable ordinances relating to signs.

(e) Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units (except Units 120, 130, 140, and 150), subject to the Declaration of the Condominium and the rules and regulations which may be adopted by the Association regarding same. All dogs shall be kept on a leash if outside of the Unit and shall not be left without a Unit Owners present. No pet kennels shall be allowed.

(f) Noxious Activity. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(h) Satellite Dishes. Subject to all applicable laws, no satellite dishes shall be allowed at the Condominium. The Declarant has constructed the Units at the Condominium to provide for connection to satellite service to each Unit.

(i) Exterior Parking. All exterior parking is reserved for the exclusive use of the Unit Owners, their tenants and guests. No vehicles parked in the Common Elements parking spaces (except for parking spaces which are Limited Common Elements) shall remain for more than forty-eight (48) consecutive hours, without the prior written permission of the Association. No junk or inoperable vehicles shall be parked in any parking spaces.

(j) Personal Property in Common Areas. No bikes, toys, or other personal property shall be left in the Common Elements.

(k) Outdoor Decorations. No decorations shall be affixed to the exterior of any building in the Condominium.

(l) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and in the event of a conflict, the Declaration shall govern.

The foregoing Bylaws of The Brownstone Condominium Unit Owners Association, Inc., are hereby adopted by the undersigned being the owners of all of the Units, as of this 6th day of December, 2005.

LAKE CITY CONSTRUCTION GROUP, LLC
By: **KSS & COMPANY, INC.,** Authorized Member

By: _____
Kevin L. Shipley, President

The undersigned being the President of The Brownstone Condominium Unit Owners Association, Inc., the duly incorporated Unit Owners Association governing The Brownstone Condominium, does hereby certify that the above and foregoing Bylaws of The Brownstone Condominium Unit Owners Association, Inc., were adopted by consent of all of the owners of all of the Units as of the 6th day of December, 2005.

_____
Kevin L. Shipley, President

First Amendment to Bylaws

Document Number | Document Title

Recording Area

Name and Return Address

Susan B. Parsons
Stroud, Willink & Howard, LLC
P.O. Box 2236
Madison, WI 53701

282/0810-132-4345-2
Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96*

FIRST AMENDMENT TO BYLAWS

THE BROWNSTONE CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

This First Amendment to Bylaws (this "First Amendment") was adopted by the affirmative vote of sixty-seven percent (67%) of the Unit Owners of The Brownstone Condominium entitled to vote at the Special Meeting held on JUNE 3rd, 2009.

NOW, THEREFORE, the Bylaws are hereby amended and modified as follows:

1. Section III of the Bylaws. The seventh paragraph of Section III is amended by adding the following sentence after the last sentence of the paragraph:

> All members of the Board of Directors are authorized to execute documents on behalf of the Association as reasonably necessary to carry out the business and duties of the Association.

This amendment to the Bylaws is intended as a clarification and/or addition to Section O of the Declaration, which authorizes the Secretary or Assistant Secretary of the Association to execute certificates in regard to the Association. It is the intent of this amendment that other members of the Board of Directors, in addition to the Secretary and Assistant Secretary, be authorized to execute documents and certificates on behalf of the Association as reasonably necessary to carry out the duties and business of the Association.

2. Section IV of the Bylaws. The first sentence of the last paragraph of Section IV of the Bylaws is amended by replacing said sentence with the following:

> For any assessment or installment thereof not paid within five (5) business days after the due date, the Unit Owner shall be assessed a late fee in the amount of twenty-five dollars ($25), and any such unpaid assessment and late fee, or installment thereof, shall bear interest from the due date at the rate of twelve percent (12%) per year.

Section IV of the Bylaws is further amended by adding the following paragraph after the last paragraph of the section:

> Any such assessment or installment thereof levied against a Unit Owner pursuant to this Section IV shall be the joint and several liability of the Unit Owner and any lessee of such Unit Owner, and the Association may seek to collect any assessments or installments thereof from either or both the Unit Owner and any lessee of such Unit Owner.

These amendments to the Bylaws are intended as a clarification and/or addition to Sections E.2, E.3, and L of the Declaration and not as a modification thereof.

3. Section VI of the Bylaws. Subsection (d) of Section VI is amended by adding the following sentence after the last sentence of said subsection:

> Notwithstanding the foregoing, no provision hereof shall be read to entirely prohibit the display of the United States flag or political signs as provided by Wisconsin Statutes section 703.105, provided such display conforms to the Bylaws and other rules and regulations of the Association restricting the size and location of such signs, flags, and flagpoles.

4. Section VI of the Bylaws. Subsection (e) of Section VI is amended by adding the following paragraph after the last sentence of said subsection:

> Notwithstanding the foregoing, certain of the Unit Owners were allowed by the Declarant to keep dogs in their Units in violation of the size limitations contained in Section F.2 of the Declaration. Such waiver of the dog size limitations in the Declaration shall apply only to those nonconforming dogs kept by Unit Owners in their Units as of the date of acceptance of this First Amendment, and such waiver shall continue hereafter only with respect to such dogs. Beginning on the day following acceptance of this First Amendment, Section VI(e) of the Bylaws and Section F.2 of the Declaration will continue in full force and effect and no waiver will be permitted with respect to new dogs.

This amendment to the Bylaws is intended as a clarification and/or addition to Section F.2 of the Declaration and not as a modification thereof.

5. Section VII of the Bylaws. Section VII is added to read in its entirety as follows:

SECTION VII

Unit Owners may rent their Units subject to the Declaration and the rules and regulations which may be adopted by the Association regarding same. In addition to such limitations, all leases for Units shall contain the following provision, and shall bear the signature of two members of the Board of Directors:

> Lessor and Lessee are jointly and severally liable for all assessments levied against Lessor's Unit by The Brownstone Condominium Unit Owners Association, Inc. and for any and all late fees, interest, and costs of collection for assessments on the Unit not paid when due. Costs of collection shall include, but shall not be limited to, attorneys' fees incurred in attempting to collect such debt from either or both Lessor and/or Lessee. This lease has been approved by the following two (2) members of the

Board of Directors of The Brownstone Condominium Unit Owners Association, Inc.:

_____ (Signature)
_____ (Signature)

This amendment to the Bylaws is intended as a clarification and/or addition to Section L of the Declaration and not as a modification thereof.

6. Section VIII of the Bylaws. Section VIII is added to read in its entirety as follows:

SECTION VIII

The Association shall maintain property insurance as required by Section I of the Declaration. As used therein and herein, the term "Unit" shall include the unfinished interior surface of the perimeter walls surrounding the cubicle of air and shall not include betterments and improvements added thereto. As an example thereof, but not in limitation or enumeration thereof, items such as carpet, drywall, cabinets, baseboards, and flooring shall constitute "betterments and improvements" and are not included in the term "Unit."

In addition to the insurance requirements in the Declaration, Unit Owners shall maintain property insurance covering, at a minimum, the interior finishes, coverings, and betterments and improvements within their Units and personal property owned by Unit Owners. Unit Owners shall provide to the Board of Directors certificates of insurance evidencing compliance with this provision on a yearly basis at or prior to the Annual Meeting of the Association. All such policies of insurance and the comprehensive public liability insurance required by Section I.5 of the Declaration shall list the Association as an additional insured thereunder.

This amendment to the Bylaws is intended as a clarification and/or addition to Sections D.1, I.1, and I.5 of the Declaration and not as a modification thereof.

7. Section IX of the Bylaws. Section IX is added to read in its entirety as follows:

SECTION IX

In addition to the remedies authorized by the Declaration, the Association may collect those costs and expenses reasonably incurred by it in the enforcement of the duties and obligations of Unit Owners from such Unit Owners, which costs and expenses shall include, but shall not be limited to, attorneys' fees.

This amendment to the Bylaws is intended as a clarification and/or addition to Sections E and N of the Declaration and not as a modification thereof.

7. Section X of the Bylaws. Section X is added to read in its entirety as follows:

SECTION X

Any and all costs and expenses incurred by the Association, including, without limitation, attorneys' fees, in providing information to a Unit Owner in accordance with Section V of the Declaration shall be reimbursed by such Unit Owner. Furthermore, if costs and expenses are incurred by the Association in providing information to a prospective buyer or lessee of a Unit, or in assisting with the closing of a Unit, such costs and expenses shall be deemed authorized by the then-Unit Owner, whether the request for information originated with the Unit Owner, a potential buyer or lessee of the Unit or their agent(s), a title company, lender, or other party involved with the potential transaction, and the then-Unit Owner shall reimburse the Association for such costs and expenses, including attorneys' fees.

This First Amendment to the Bylaws is intended as a clarification and/or addition to Section V of the Declaration and not as a modification thereof.

This First Amendment was drafted by Susan B. Parsons of Stroud, Willink & Howard, LLC on June 2, 2009.

The undersigned, being the President of The Brownstone Condominium Unit Owners Association, Inc., does hereby certify that this First Amendment to Bylaws was adopted by the Unit Owners in accordance with Section V of the Bylaws.

Dated this 3rd day of JUNE, 2009.

James Wick, President of The Brownstone Condominium Unit Owners Association, Inc.